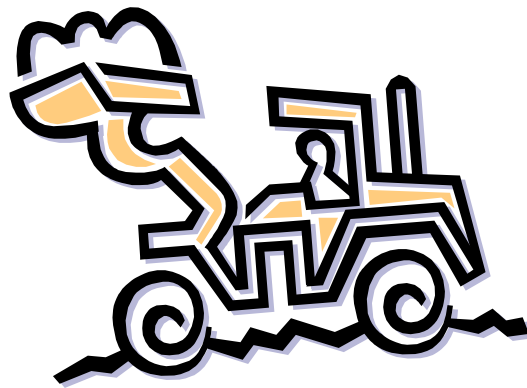
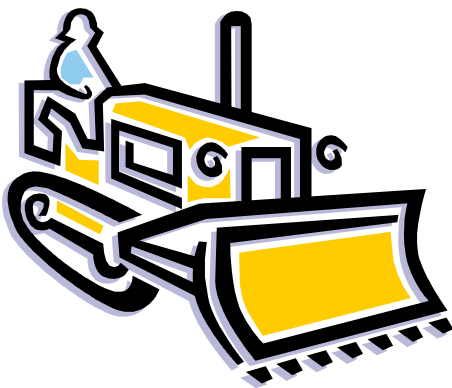




NGB CONSTRUCTION HANDBOOK



February 2002



FORWARD/ACKNOWLEDGEMENTS

The mission of NGB-AQ is to provide oversight and administration of the National Guard contracting function to include all contracting policy and procedure throughout the 50 states, 3 territories, District of Columbia, Army National Guard Directorate, Air National Guard Directorate and the National Guard Bureau Joint Staff. In conjunction with this mission, and at the direction of NGB-AQP, this Handbook has been prepared to establish a uniform construction contract file system. This Handbook is a living document that is web based, lends itself to changes as deemed appropriate, and provides a training and handy reference tool for contracting personnel.

The Federal Acquisition Regulation (FAR), Department of Defense FAR Supplement (DFARS), Army FAR Supplement (AFARS), and the National Guard FAR Supplement (NGFARS) all must be used in conjunction with this Handbook.

All contracting personnel administering construction contracts should have and use a copy of this Handbook. The attached Exhibits provide samples, formats, etc. which will meet your local needs.

Special acknowledgement is given to the 127th WG/LGC, Base Contracting Office, Selfridge ANG Base, Michigan. Ms. Ellen-Jo Valade, Director, Operational Contracting Division and her able staff from the Infrastructure Support Branch, (Suzanne Bewersdorff, Audrey Barnett, Marilyn Hill, Dawn Remick, Robert Aguilar, Ken Lewis, Mary Pace, John Thorne) and from the traditional staff SMSGT Mary Piekos; from the USPFO Nebraska, Tom Williams; from the USPFO Rhode Island, Marcel Cartier; from the USPFO Kansas, Tom Coleman and the contracting offices at the USPFO for N.Y. and Rhode Island ANG. All are thanked for their contribution to the continuing refinement of professional construction contracting in the National Guard.

THOMAS H. KENNEDY
Director of Acquisition
Principal Assistant Responsible for



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CHAPTER 1: INTRODUCTION

Purpose

The Construction Contract File Handbook establishes a uniform method of maintaining a construction contractual record file. There are eight (8) specific Sections with multiple Tabs under each Section that provide the chronological sequence of events in which vital documents are to be filed, from receipt of the project documents provided by the Civil Engineer to the contractor final payment and close-out documents. The Sections are defined as follows:

➤ SECTION A	Pre-Solicitation Documents
➤ SECTION B	Pre-Award Documents
➤ SECTION C	Contract Documents
➤ SECTION D	Post Award Documents
➤ SECTION E	Contract Administration
➤ SECTION F	Labor and Payroll Data
➤ SECTION G	Performance and Payments
➤ SECTION H	Drawings/Submittals

This filing scheme is applicable to both the paper and electronic formats. Many find it helpful to establish file folders on their hard drive with disk or CD backup. Disk(s) for each TAB can be filed with the necessary paper files. Emails, and other documents received electronically can be filed to the disk (or hard drive with disk backup) instead of producing a printed copy. Label the disk appropriately and to maintain order keep a list of documents contained on the disk. Most just keep this list handwritten. Using this method of filing saves time, drawer space, money and a few trees. References to the FAR and it's supplements can be found at <http://www.deskbook.osd.mil/> and <http://www.arnet.gov/far/>

Scope

The guidance and procedures provided in this Handbook applies to all Design-Bid-Build construction solicitations such as Invitation for Bid (IFB), Request for Proposal (RFP) negotiated competitive acquisitions using Source Selection procedures, 8(a) negotiated sole source and competitive acquisitions, and IDIQ contract solicitations. Task Order Contract (TOC) Delivery Order solicitations are discussed in Chapter 10. Contract administration is identical regardless of the method of solicitation. Future updates will provide information on Design-Build Procedures in more detail. The extent to which you use the Exhibits (samples) will be dependent upon your particular requirement. Apply prudent business sense to tailor the processes to fit your circumstances, and as always, the FAR and it's supplements must be used in conjunction with and take precedence over anything in this handbook.

General Information- The Acquisition Team and Planning

The vision for the Federal Acquisition System is to deliver on a timely basis the best value product or service to the customer, while maintaining the public trust and fulfilling public policy objectives. Participants in the acquisition process should work together as a team and as a team make decisions within their area of responsibility consistent with guiding principles. The authority to make decisions and the accountability for the decision rests with the Contracting Officer to the maximum extent practicable and consistent with law to determine the application of rules, regulations, and policies, on a specific contract.



The team must be prepared to perform the functions and duties assigned. The FAR outlines procurement policies and procedures that are used by members of an Acquisition Team. If a policy, procedure, or a particular strategy or practice, is in the best interest of the Government and is not specifically addressed in the FAR, nor prohibited by law (statute or case law), Executive order or other regulation, Government members of the Team should not assume it is prohibited. Rather, absence of direction should be interpreted as permitting the Team to innovate and use sound business judgment that is otherwise consistent with law and within the limits of their authority.

Planning of acquisitions is a vital and required action which does not start with the receipt of funds. Working with our customers as a team member early planning can be accomplished, especially considering the challenges of socio-economic targets, the variety of contracting methods and current world issues. A sample planning and project tracking tool is shown below that can be used to do market research in preparation for the upcoming acquisition.

Award Type		Base	Project	Scheduled Progress
Pending Construction				
1	President's Budget	Gabreski ANG	Comp Spt Cmplx, PN: WKVB999155/ \$17,000,000	In Budget for FY 2002 - <i>Design must be complete by March 02</i> . Project is on track; see IDIQ Stewart - All Bases for progress
2	Congressional Add-On	Hancock Field	Hancock Field/ Comp Ready Support, PN: HAAW009196 \$1,275,000	Candidate for FY 2002 - <i>Fast Track must be complete by Jun 01</i> . Project is on track; see Niaga Falls/Hancock for progress.
3	Congressional Add-On	Hancock Field	Hancock Field Civ Eng Pvmnts/Grnds, PN: HAAW999161/ \$1,230,000	Candidate for FY 2002 - <i>Fast Track must be complete by Jun 01</i> . Project is on track; see Hnk IDIQ progress.
4	Congressional Add-On	Hancock Field	Small Arms (Hk)/"01" \$900,000 Congressional Add	Candidate for FY 2001 - <i>Design will be complete by May 01</i> . Project is on track; see Hnk IDIQ for progress.
5	Congressional Add-On	Hancock Field	U/G Maint Shops - HAAW999153 \$6,800,000	Project is scheduled for FY 2001 - <i>Design will be complete by June 01</i> . Project is on track; see Hnk FFP for progress.
6	Congressional Add-On	Niagara Falls ANGB	Runway Overrun ** \$3,500,000	Candidate for FY 2001 - <i>Design will be complete by June 01</i> . Project is on track; see NF IDIQ for progress.
7	Congressional Add-On	Stratton ANGB	Replace Base Supply Complex./Possible Congressional Add \$4,420,000	Candidate for FY 2002 - <i>Fast Track was previously completed</i> . Project is on track; see Pending Contracts for progress.

The team concept does not end with the award of an acquisition. It just moves into a new phase with additional members, the contractor and his team.. This is referred to as the Partnering. This process has been shown to be a valuable tool in the administration of a contract. Partnering is discussed in later chapters and in great detail in the NGFARS.

CONTRACT FORMAT

As Government contracting moves toward commercial practices and given the increased emphasis on partnering with our industry member it only makes sense that we given the contractors documents more in line with what the commercial world uses. The USACOE Contract format is now widely used in construction solicitations and contracts. This format closely mirrors the construction industries standard format. All the samples in this addition of the Handbook incorporate this format. This format is also very PD2 friendly, since you can prepare all your sections in a word document, edit, etc. and then import into the solicitation or contract document. A table bellows illustrates how the ACOE format compares to UCF.

USACE CONTRACT FORMAT		VS	UNIFORM CONTRACT FORMAT	
00010	Solicitation/Contact Form (SF 1442) (UCF Sections A&B)		A	Solicitation/Contract Form
			B	Supplies or Services & Prices/Costs
00100	Schedule/Instruction to Offerors (UCF Sections L&M)		C	Description/Specs/Work Statement
			D	Packaging & Marketing
00110	Instructions, Conditions & Notices to Offeror		E	Inspection & Acceptance
			F	Deliveries or Performance
00120	Evaluation Factors for Award		G	Contract Administration Data
00600	Representations & Certifications (UCF Section K)		H	Special Contract Requirements
			I	Contract Clauses
00700	Contract Clauses (UCF Section I)		J	List of Attachments
			K	Representations, Certifications & Other Statements of Offeror
00800	Special Contract Requirements (UCF Section H)		L	Instructions, Conditions & Notices to Offeror
01000	Division 1, General Requirement thru Division 2 – 16, Technical Requirements		M	Evaluation Factors for Award
16999	UCF Section C			

THE INDEX

The index has also been updated to include sections for documentation that applies to the RFP process as well as the IFB process. In addition there are two new Section A & B indexes for the TOC D.O. File. The indexes in usable format can be found in Appendix A.

APPENDIX CONTENTS

Samples of modifications, solicitations, awards etc . can be found in Appendix B. Please note, these are samples only and current as of the date of issue. If you see only the first page, double click anywhere in the document and the entire file should come up.

Throughout the book many Forms, formats are mentioned. If you do not find then in the chapter exhibits go to Appendix E. Many of these did not convert well, or at all into a word document. We have included some usable Excel formats that may be helpful.

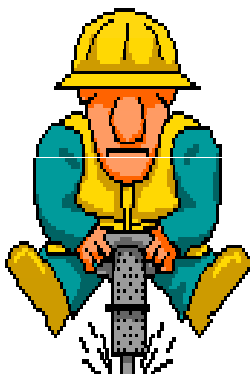
ACKNOWLEDGEMENTS AND POCS

A Personal Note from The Selfridge Team: To all the offices that helped us with samples, information and the like, thank you. This electronic edition has been a long time coming and it is our hope to update it regularly. In the near future we will have it in HMTL format and posted to the Guardnet. If anyone as a form, format, or lessons learned they wish to share, please send them to us here at Selfridge ANG Base MI. Questions? If you have questions please feel free to contact us. You can call Ellen Valade, DOC, at DSN 273-4225, or Sue Bewersdorff, Chief of the Infrastructure Branch at 273-5989.



CHAPTER 2 TAB A – PRE-SOLICITATION DOCUMENTS

Tab A Pre-Solicitation Documents Index Chart



TAB NO.	SECTION
A	PRE-SOLICITATION DOCUMENTS
A-1	Initial Memorandum/Project Documents/Related Documents
A-2	PR/Government Estimate/Certification of Funds
A-3	Advance Acquisition Plan
A-4	Presolicitation (Sources Sought) Notices/Responses
A-5	Small Business Coordination Record (DD 2579)/Section 8(a)Correspondence
A-6	D & F (Warranty, etc.)
A-7	Liquidated Damages Determination
A-8	Source Selection Plan/Documents
A-9	Sole Source Justification and Approval
A-10	Synopsis (Fed Biz Ops)
A-11	Bidders Mailing List
A-12	Solicitation Review and Approvals
A-13	Solicitation/Amendments
A-14	Pre-Bid Conference/Minutes/Site Visits/RFI
A-15	Miscellaneous Correspondence

This chapter covers all the pre-solicitation documents. One of the most important phases of any procurement is the planning phase. The planning is a “team” effort encompassing all the government players in the acquisition. Planning is a function that does not start with the receipt of the funds, but often months, if not years, ahead. (See introduction section for example of project tracking document.) Acquisitions that are carefully planned will lead to a better product for our customers, especially now that the Invitation for Bid is not the only method of acquiring construction projects.

Within this chapter we have strived to give you several different examples that can be used in the RFP/Source Selection Process. Some are complex and some simple. Though a lot of information will require editing depending upon your project the samples in the General information areas of Sections 00100, 00110, and 00120 include important information and wording derived from lessons learned.

TAB A-1 INITIAL MEMORANDUM/PROJECT DOCUMENTS

1. The initial planning documents are filed under this Tab. This Tab will include signed documents from Civil Engineering and the Contracting Officer’s review. At this early stage, a thorough review of

the documents may result in a smoother advertisement. At this time, changes to the plans and specifications can be made without an amendment. (Note: If an A&E designed project, comments will often be in both this section and in the A&E file.) Also, be sure to check final documents for inclusion of review comment items. VERY IMPORTANT: If issuing or posting to the web by CD be sure someone checks the “final” CD to ensure the correct version of the project plans and specifications is on the CD. Also, ensure there are no extraneous items on the CD.

In this Tab Section, the following documents are filed:

- Civil Engineer project document checklist and all relative documents except the Specifications and Drawings, which are filed in Tab H
- Contracting Officer’s Review of the Plans & Specifications
- Resolution of Unresolved Review Documents
- Authority to Advertise from the NGB/CE
- Results of Market Research

References:

- FAR 36.202
- FAR Part 11
- NGFARS - Formats

Exhibits:

- Project Checklist
- Sample CO review comments format

TAB A-2 PR/GOVERNMENT ESTIMATE/CERTIFICATE OF FUNDS

1. The funding documents and Government Estimate are initial documents that generate the solicitation phase of the procurement cycle. All documents with Government Estimates and funding information should be clearly marked “FOR OFFICIAL USE ONLY”.
2. The Independent Government Estimate (IGE) is prepared by the Civil Engineering or an AE as is if the Government was competing on the project. The IGE of construction costs shall be prepared and furnished to the contracting officer at the earliest practicable time for each proposed contract and modification anticipated to cost \$100,000 or more. The contracting officer may require a detailed estimate when the cost of required work is anticipated to be less than \$100,000. The estimate shall be prepared in as much detail as though the Government were competing for the award, usually enclosed with the Government estimate and the DD1391.
3. The Government Estimate is recorded on the Abstract of Offers at the time the bids/proposals are recorded. Only the basic estimate, that is the line item prices are recorded and only this information is provided to the bidders. If the solicitation is a Request for Proposal, the Government Estimate is NOT released and can be requested only under a FOIA request. RFP abstracts, also, cannot be released as a



contractor's pricing strategy has been found to be confidential material. Only the award amount is releasable.

4. Access to information regarding the estimate shall be limited to Government personnel whose official duties require knowledge of the estimate. The DD1391 and the Government estimate shall not be disclosed including the backup documentation. The backup to the Government Estimate is protected Government information and shall not be disclosed even under a FOIA request, particularly during a protest. Consult the legal office for specific guidance.

5. The Purchase Request shall be marked top and bottom with "For Official Use Only" (FOUO). This should be removed after award. The rest of the Independent Government Estimate and backup documentation, DD1391 should be marked FOUO and these markings shall not be removed.

In this Tab Section the following documents are filed:

Request for Purchase, AF Form 9/DA Form 3953/MIPR
Independent Government Estimate

References:

FAR 36.203
DFAR 236.203

Exhibits: NONE

TAB A-3 ADVANCED ACQUISITION PLAN

1. Acquisition Planning is the process by which the Government coordinates and integrates the efforts of all personnel responsible for an acquisition through a comprehensive plan. Its purpose is to satisfy an agency's needs in the most effective, economical and timely manner and should address how the government will manage the acquisition through all phases of the acquisition cycle. Acquisition planning should start when an agency identifies a need for a construction project acquisition. When practical, utilize a team approach to develop the acquisition strategy. This early teaming effort will reduce false starts and resultant delays that frequently accompany the preparation of complex procurement requirements. Guidance on establishing a Team is available in the guide entitled Rules of the Road. A Guide for Leading a Successful Integrated Product Team (IPT)s, see the toolkit chapter of the guide entitled Rules of the Road: A Guide for Leading Successful Integrated Product Team and is available on the DOD Deskbook. Although this guide was written for the large "program" acquisitions, the information is valuable and practices listed can be applied (modified) to fit any level of an acquisition.

2. One of the first steps in planning the acquisition strategy is to determine the most effective evaluation process. The decision as to the method of contracting, i.e. sealed bid or negotiated will be utilized and if the procurement will be an 8a set aside, Hub Zone set aside, or under a Task Order Contract. These are

all important issues to be addressed in the preplanning stage and will allow for a more coordinated and timely acquisition process.

In this Tab Section the following documents are filed:

NGB 10-1 Advance Contracting Plan Construction
Documentation from Planning Meetings

References:

FAR 7.102 Acquisition Planning Policy
FAR 7.103 Agency Head responsibilities
FAR 7.104 General Procedures
FAR 7.105 Contents of written acquisition plans.
FAR 7.107 Additional requirements for acquisitions involving bundling.
NGBFARSUP 7.1
Army Source Selection Guide

Exhibits:

Advance Acquisition Plan IFB
Advance Acquisition Plan RFP

TAB A-4 PRESOLICITATION (SOURCES SOUGHT) NOTICES/RESPONSES

1. The Sources Sought Notice like the old “Presolicitation Notice” is used for several purposes: establishing source lists, locating small business sources, Hub Zone Requirements, etc. This area has changed recently because the Commerce Business Daily has been replaced by Fed Biz Ops. The presolicitation notice and the sources sought are typically posted to the facility’s web page rather than mailing the notice. See Tab A-10 for publishing to the CBD (Fedbizops) via Army Single Face to Industry (AFSI).

2. The requirement for use of a Presolicitation Notice (SF1417) has been waived. See NGFARS 36.213-2. However, even though the Competiveness Demonstration Program applies to the construction NAICS* availability of eligible HUB Zone contractors is often unknown. Using the sources sought notice can give eligible contractors the ability to make themselves known and aid in making the determination as to whether to set the acquisition aside for HUB Zone participation. See the sample language in the exhibit for this chapter.

* (Check for applicability on an annual basis)

3. Hub Zone requirements that are advertised in FedBizOps will be filed along with any responses to the notice.

In this Tab Section the following documents are filed:

Sources Sought Notices
Responses to Sources Sought Notice

References:

FAR 14.205-4c Establishment of Lists.
FAR 19.202-2 Locating Small Business Sources
FAR 19.10 Small Business Competitiveness Demonstration Program
FAR 19.13 Historically Underutilized Business Zone (HUBZONE) Program
FAR 36.213-2 Presolicitation notices.
NGFARS 36.213-2 Presolicitation Notice

Exhibits:

Sources Sought Notice (Hub Zone)

**TAB A-5 SMALL BUSINESS COORDINATION RECORD/DD 2579 SECTION 8(a)
CORRESPONDENCE**

1. The purpose of the Small Business Program is to award certain acquisitions exclusively to small business concerns. This program is constantly changing so it is very important that the Federal Acquisition Regulations and supplements are researched prior to advertisement of any procurement. The Standard Industry Classification Code (SIC) has recently been replaced by the North American Industry Classification system (NAICS). For guidance on selecting the proper NAICS code, check the following website: <http://www.census.gov/epcd/www/naicssvc.htm>.

2. After researching the above program, a DD2579 is prepared. This record is prepared in coordination with the Contracting Officer) and the Small Business Specialist (SADBU) (USPFO) prior to advertisement.

In this Tab Section the following documents are filed:

DD 2579, Small Business Coordination Record (Can be prepared in PD2 and printed for paper file)
Determination & Finding (D&F) to procure- unrestricted, HUB Zone, Etc.

References:

FAR 19.5 Set-Asides for Small Business
FAR 19.1005 Designated industry groups.
FAR 19.1305 HUBZone set-aside procedures.
DFAR 219.201 Policies
DFAR 219.5 Set Asides for Small Business
NAICS Manual (<http://www.census.gov/epcd/www/naicssvc.htm>)

Exhibits:

DD 2579
D&F

TAB A-6 D&F (WARRANTY, ETC)

1. This section contains various documents that are required based on the type of solicitation, i.e. Sealed Bid or Negotiated and the dollar value of the procurement. The Warranty of Construction is one D&F that would be included in most typical construction contracts. Another example is the use of Options clause that the Contract Specialist may determine should be included in the solicitation, and a D&F would be required. If the procurement were negotiated, the bid bond requirement may be waived and a D&F would be required. The examples provided are not all inclusive and the prescription for various clauses should be researched and if a D&F were required, it would be filed in this section.

In this Tab Section the following documents are filed:

- Contracting Officer's Warranty D & F Memorandum
- D&F for Options
- D&F for Bid Bond Waiver
- All other types of D&F documents

References:

- FAR 46.710 Contract Clause for Warranty
- FAR 17.208 Solicitation provision or contract clause for Options
- NGFARS Part 17
- FAR 28.101-2 Solicitation provision or contract clause for Bid Bonds.

Exhibits:

- Contracting Officer's Warranty D & F Memorandum
- D&F for Options
- D&F for Bid Bond Waiver
- Request to PARC for Use of Professional Services in Source Selection

TAB A-7 LIQUIDATED DAMAGES DETERMINATION

1. The liquidated damages clause per DFAR 211.5 should be used in all construction contracts in excess of \$500,000 except cost-plus –fixed-fee contracts or contracts where the contractor cannot control the pace of the work. Use of this clause is optional in contracts of \$500,000 or less. The Liquidated Damages clause should be used only when both (1) the time of delivery or performance is such an important factor in the award of the contract that the Government may reasonably expect to suffer damage if the delivery or performance is delinquent, and (2) the extent or amount of such damage would be difficult or impossible to ascertain or prove. In deciding whether to include a liquidated damage clause in a contract, the CO should consider the probably effect on such matters as pricing, competition, and the costs and difficulties of contract administration as well as actual losses the government would incur if contractor performance is untimely.

2. If the liquidated damages clause is used in a construction contract, the rate of liquidated damages assessed against the contractor should be for each day of delay beyond the contract completion date. This rate, as a minimum, should cover the estimated cost of inspection and superintendence by the Government. Also, whenever the Government will suffer other specific losses due to the failure of the contractor to complete the work on time, the rate should also include an amount for those items. An important issue to remember, the rates must be reasonable because if they are later found to be a penalty rather than an amount for the actual damages, it could be unenforceable.

In this Tab Section the following documents are filed:

D&F for Liquidated Damages
Liquidated Damages Backup Data

References:

FAR 11.5 Liquidated Damages
FAR 52.211-12 Liquidated Damages Construction
FAR 36.206 Liquidated Damages
DFAR 211.5 Liquidated Damages

Exhibits:

D & F for Liquidated Damages (Typical)
D& F for Liquidated Damages (Extensive)

TAB A-8 SOURCE SELECTION PLAN/DOCUMENTS

1. The Source Selection Plan (SSP) is a very important planning document in the RFP process. The plan describes how to evaluate proposals and selecting the winning offeror. (Note: This Tab is used only in negotiated procurements). For detailed information on the source selection process refer to the Army Source Selection Guide and Far Part 15. It is imperative that anyone attempting to do a source selection read and study both of these documents before attempting. The process is not hard, but is involved. However, the rewards in a smooth project, with minimized administration woes is worth it.

2. The SSP should include at a minimum the following:

- a. Description of the procurement
- b. Description of the Source Selection organization and include the responsibilities and duties of each component
- c. Planned presolicitation activities
- d. Proposed acquisition strategy (include contract type and if multiple awards are planned)
- e. Proposed evaluation factors and sub factors, their importance and associated standards and Proposed evaluation methodology (Note: May be a separate document titled "Source Selection Evaluation Plan")
- f. Milestones occurring between receipt of proposals and signing of the contract

3. The SSP is source selection information and may NOT be disclosed to any person not authorized to receive the information. Typically only the Source Selection members and personnel from the contracting activity with a need to know are authorized to have access to the plan. However, once a solicitation is issued the evaluation plan factors, sub-factors, their importance and the associated standards will be part of the solicitation Section 00120 Evaluation Factors and the basis for the award. This section of the solicitation should **DUPLICATE** the plan in this area. It is critical that both the Source Selection Plan and the Solicitation Section 00120 mirror each other, **AND YOU MOST FOLLOW THE PLAN WHEN CONDUCTING YOUR SOURCE SELECTION.**

4. All members of the Source Selection Team should be trained by the CO and will sign a Non-Disclosure, Conflict of Interest, and Rules of Conduct Statement prior to the procurement Source Selection taking place. Training normally will consist of reviewing the source selection plan and the roles of the individuals as well as ethics training covering the areas included in the non-disclosure statement. Note: If you have observers, helpers (Comms people doing recordings, other contracting personnel involved for training purposes, etc) **ALL** must sign the non-disclosure statement.

In this Tab Section the following documents are filed:

- Source Selection Evaluation Plan
- Source Selection Evaluation Sheets
- Source Selection Consensus Sheet
- Source Selection Instruction Sheets
- Non-Disclosure Statements

References:

- FAR 3.104 Procurement Integrity
- FAR 15.3 Source Selection
- DFAR 215.3 Source Selection
- AFAR 5115.1 Source Selection Processes and Techniques
- Army Source Selection Guide
- FAR 52.215-1 Instructions to Offerors Competitive Acquisition

Exhibits:

- Source Selection Evaluation Plan
- Source Selection Evaluation Sheets
- Source Selection Consensus Sheets
- Source Selection Instruction Sheets

TAB A-9 SOLE SOURCE JUSTIFICATION AND APPROVAL

1. A Sole Source Justification is a document that supports the Agency's decision to procure a supply/service without competition. A Sole Source may be used during times of National Emergency

but in such instances the procedures in the FAR and its supplements must be followed and documented. Also, sole source items in specifications or a particular Brand Name item in the specification require a Justification and Approval. (Note: If a Brand Name or Equal is stated in the specification a J&A is not required). The policies and procedures for this type of procurement are detailed in Parts 6 of the FAR, DFAR, AFAR and NGFAR.

2. A very thorough Justification and Approval (J&A) must be prepared in support of the procurement. This document is reviewed and approved at a level above the Contracting Officer for all procurements greater than \$100,000.

In this Tab Section the following documents are filed:

Justification & Approval with approvals

References:

FAR 6.3 Other Than Full and Open Competition

DFAR 206.3 Other Than Full and Open Competition

AFAR 5106.3 Competition Requirements

AFAR 5153.9005 J&A (With revision dtd Jan 02)

NGFAR 6.304 Approval of Justification

Exhibits: None

TAB A-10 SYNOPSIS (Fed Biz Ops)

1. Any proposed construction acquisition expected to exceed \$25,000 must be synopsized unless it is covered by an exception per FAR 5.202. Exceptions or the fact the proposed action was made under the terms of an existing contract that was previously synopsized in sufficient detail to comply with the requirements (example Delivery Order under Task Order Contract).

2. The notice must be published through the Government Point of Entry (GPE), which for the Army is "Army Single Face to Industry (ASFI) Acquisition Business Web Site". All users must register at this site before they will be allowed access to post any notice. The web site is:

<http://https5.redstone.army.mil/brs/asfi/FedbizoppsRegDefault.htm>. Notices shall be posted at least 15 days before issuance of a construction solicitation. However, the Contracting Officer should consider the complexity, commerciality, availability, and urgency when establishing the solicitation response time. **Posting to FedBizOpps** As of 1 October, 2001 solicitations are required to be posted to **FedBizOpps**. Solicitations posted to **ASFI** are forwarded to **DoDBusOpps** and then forwarded to **FedBizOpps** from **DoDBusOpps**. However, **FedBizOpps** requires the synopsis before posting the solicitation. So even if the solicitation appears at ASFI it won't show up on FedBizOpps unless the synopsis is also posted.

To post the synopsis, ASFI has set up a web site where the synopsis can be entered. This is only an interim solution until the ability to post the synopsis to FedBizOpps from PD2 is available. For information on this service, contact: ASFI@redstone.army.mil

3. Prior to transmitting the synopsis to the AFSI, a clear and concise description of the requirement should be prepared by the using office. The Contracting Office should also have the following items readily available:

- a. Solicitation Number
- b. Estimate of the requirement, see FAR 36.204 for dollar ranges.
- c. Set Aside (Hub Zone, Small Business, 8a competitive etc. if it applies)
- d. Magnitude of the requirement in terms of the physical characteristics

In this Tab Section the following documents are filed:

Synopsis
Copy of Published Announcements

References:

FAR Part 5 – Publicizing Contract Actions
FAR 36.204 Disclosure of the magnitude of construction projects

Exhibits:

Synopsis

TAB A-11 BIDDERS MAILING LIST

1. The Bidders Mailing List has changed with electronic commerce methods now being utilized by contracting activities in place of mailings. The availability of a web site to allow prospective contractors, suppliers and subcontractors to register for a particular solicitation or multiple solicitations has streamlined the Bidders Mailing List Process. Those not using the electronic bidders mailing list feature should maintain a written list. The electronic list can be downloaded and filed in the “paper” file.

2. An interested contractor will be required to get an Employer Identification Number, a Commercial and Government Entity (CAGE) code, register in Central Contractor Registration (CCR) database prior to registering at the Agency’s website. After the Contractor obtains the above information, he/she can register for a specific solicitation at the agency’s website. This tool allows other contractors/subcontractors to view the competition because the bidders mailing list is automatically updated for the public viewing.

3. See this website for a vendor tool kit:

<http://www.selfridgecontracting.com/VENDORP5.HTM>



Information and the downloadable Government (Army) program supporting this method of posting and registering offerors can be found at <http://tsn.wes.army.mil/>.

In this Tab Section the following documents are filed which is obtained from the Agency's web site:
Bidders List

References:

FAR 14.205
DODFARSUP 14.205
AFARS 14/2-5

Exhibits: None

TAB A-12 SOLICITATION REVIEWS AND APPROVALS

1. The documents filed in this section will depend on the dollar value of the procurement. See the NGFAR Supplement for threshold information. If a solicitation is being reviewed manually at NGB-AQ, send the specifications along also but do not send the drawings. For electronic reviews see NGFARS 1.602-2(a)ii. If Supervisory Contract Specialist (SCS) and Legal reviews are not accomplished electronically follow local procedures for manual reviews.

2. Electronic Approval is processed through PD2 and the PD2 approval can be pasted to a word document and filed in this Tab. Any review comments that have been received electronically (PD2) or via email should be also be filed under this Tab.

In this Tab Section the following documents are filed:

Approval document
Review Comments if applicable
Responses to review comments

Reference:

NGFAR Supplement – Part 1, 1.602-2 Approval of Solicitation

Exhibits:

Approval document from PD2
Manual Legal approval document

TAB A-13 SOLICITATION/AMENDMENTS

The Government solicits proposals from potential offerors through the issuance of a solicitation either an Invitation for Bid or Request for Proposal.

GENERAL INFORMATION

1. Invitation for Bid or Request for Proposal:

- a. Use the Standard Form 1442 (Cover Sheet)
- b. Bid Schedule (Section 00110 Solicitation Contract Form)
- c. Section 00100 (Instructions, Conditions, Notices to Bidders)
 1. Section 00110 Submission Requirements and Instructions
 2. Section 00120 Evaluation and Contract Award Provisions, Instruction
- d. Section 00600 (Representations and Certifications)
- e. Section 00700 (Contract Clauses)
- f. Section 00800 (Special Contract Requirements)
 1. Applicable Wage Determination
 2. Contract Administration Information
 3. Weather Chart, Hazardous Material, Cleanup, and Security Requirements etc.

2. The preparation of the solicitation whether an IFB or RFP is prepared in PD2. The provisions and clauses will be automatically generated based on the dollar value of the solicitation initiated. Guidance for insertion of the proper clauses and provisions is available in a matrix found at Guardnet.

INVITATION FOR BID

1. In preparing an IFB, the main issues are:

- A. Time permits the solicitation, submission and evaluation of bids
- B. Award will be made on the basis of price and other price-related factors
- C. Discussions are not necessary
- D. Expect to receive more than one bid

2. The submission requirements for an IFB are clearly defined : the cover sheet SF1442, bid schedule, acknowledge amendments, representation and certifications and a bid bond. Receipt of all the requirements by the date and time specified is necessary for the bidder to be deemed responsive.

REQUEST FOR PROPOSAL (RFP)

1. In preparing an RFP, the main issues are:

- A. Time permits the solicitation, submission and evaluation of the proposals
- B. Award will be made on the basis of price, past performance and may also include technical considerations. Best Value can be obtained by utilizing a number of approaches depending on the complexity of the requirement.

- C. Discussions may be necessary.
- D. The procurement may be competitive or sole source.

2. An RFP requires a more detailed solicitation package. Information in developing a RFP, particularly the evaluation factors is available in the Army Source Selection Guide. In Sections 00100, 00110 and 00120 of the solicitation the proposal requirements are defined. The submission requirements and instructions must be explained in the solicitation because typically the proposal will involve two parts: Past Performance and Price proposal and may include a third part, Technical. If the Offeror does not submit all the parts, he could be deemed non-responsive.

A. Section 00110, Submission Requirements and Instructions provides general information about what is required in the offeror's proposal including an overview of the price/cost information, past performance information and technical information required.

B. Section 00120 Evaluation will provide a written description explaining how the Source Selection Team will evaluate the offers and the basis for award. This evaluation should mirror the Source Selection Plan, i.e. be very clear in explaining exactly how the Source Selection team will evaluate the packages. Do NOT deviate from the Source Selection Plan whereby an offeror would not have an understanding of the criteria necessary to make his proposal a successful document eligible for award. The success of an acquisition is directly linked to the quality of the RFP. A well-written RFP will (1) facilitate a fair competition, (2) preserve the offeror's flexibility to propose innovative solutions and (3) convey a clear understanding of the Government's requirements in the areas where the offerors can make technical and cost tradeoffs in their proposals

1. In selecting the correct evaluation factors and sub factors, the most important decision is the evaluation process. The factors must be defined and measurable and represent the key areas of importance. Most evaluation factors fall into the following areas: cost, technical, management and past performance. Numerical weighting (assigning points) is not an authorized method of expressing the relative importance of evaluation factors and sub-factors. The RFP should also state in accordance with FAR 15.304(e), whether all evaluation factors other than cost/price, when combined are (1) significantly more important than cost or price, (2) approximately equal to cost or price and (3) significantly less important than cost or price

C. Oral presentations may also be used to facilitate the RFP process. If this process is utilized, it is critical that the presentations be recorded in accordance with FAR 15.102 Oral Presentations. If presentations are used, it must be stated in the RFP or an amendment.

2. Amendments to the solicitation are prepared on a SF 30. The amendment should also state if the due date has been extended. In the negotiated process amendments can be used after the closing to incorporate changes in the process, addendums, new wage determinations etc. When amendments are issued after closing they are sent only to those offerors who provided proposals and have not been eliminated from further consideration.

The following items should be included in this Tab:
Solicitation and Amendments

References:

FAR 14.2 Solicitation of Bids
FAR 14.208 Amendment of Invitation for Bid
FAR 15.102 Oral presentations
FAR 15.2 Solicitation and Receipt of Proposals and Information
FAR 15.206 Amending the Solicitation
FAR 36.213 Special Procedures for sealed bidding in construction contracting
NGBFAR 1.602-2 (S-100)(b)(1) Approval of Solicitation
Army Source Selection Guide

Exhibits:

Solicitation
Amendment

TAB A-14 PRE-BID CONFERENCE/MINUTES/SITE VISIT/RFI'S

1. A pre-bid or pre-proposal conference should be used in construction acquisitions as a way to inform prospective contractors of the scope of work. This conference may also be used to explain the steps involved in a negotiated procurement (source selection procedures) so the prospective contractors will have an understanding how to prepare their proposal in response to the solicitation.
2. It is beneficial if having a pre-construction conference to prepare a Power Point slide presentation. This presentation will give an overview of the negotiation procedures and a brief explanation of the scope of work. A site visit is also beneficial at this time because all contractors are provided the same information and are free to ask questions that may impact construction of the project.
3. The briefing slides, pre-construction conference minutes, list of attendees and any question and answers that were provided during the meeting should be recorded and posted to the agency's website. If not using electronic posting, ensure that all bidders/offerors are provided this information.
4. Prior to opening of bids or proposals, a Request for Information may be presented by prospective contractors. It is imperative that all questions be addressed in writing by bidders/offerors. The questions and answers can be posted to the agency website for all bidders/offerors to access. If not using electronic posting, ensure that all bidders/offerors are provided this information.

In this Tab Section the following documents are filed:

Agenda for Pre-construction Conference (Power Point slides)
Minutes of Pre-construction Conference
Attendance Sheet
Contractor's Written Request for Information (RFI) & Answers

References:

FAR 14.207 Pre-bid conference
FAR 36.210 Inspection of site and examination of bids



FAR 36.212 PRECONSTRUCTION orientation
FAR 36.522 PRECONSTRUCTION Conference
FAR 36.523 Site Visit
FAR 52.236-26 PRECONSTRUCTION Conference

Exhibits:

Agenda for PRECONSTRUCTION Conference
Minutes of PRECONSTRUCTION Conference
Example of a typical RFI posting on the web site

TAB A-15 MISCELLANEOUS CORRESPONDENCE

Any other documents not elsewhere listed that logically would be part of this Presolicitation Section.

EXHIBIT A-1 CONSTRUCTION PROJECT PACKAGE
CONSTRUCTION PROJECT PACKAGE
CHECKLIST

Transmitted To: _____ Date: _____

Project No./Title: _____

☐ Initial ☐ Documents not included with initial package.

Indicate in the remarks section the expected receipt date for all items not forwarded with the

	<u>See Remarks</u>	<u>Enclosed</u>
1. NGB/AFRC Approval to Advertise	<input type="checkbox"/>	<input type="checkbox"/>
2. DD Form 1391	<input type="checkbox"/>	<input type="checkbox"/>
3 Government Estimate	<input type="checkbox"/>	<input type="checkbox"/>
4. AF Form 9 (with appropriation data) Certificate of Funds Availability	<input type="checkbox"/>	<input type="checkbox"/>
5. Proposed Synopsis	<input type="checkbox"/>	<input type="checkbox"/>
6. Statement of Liquidated Damage	<input type="checkbox"/>	<input type="checkbox"/>
7. Specification (Review Only <input type="checkbox"/>)	<input type="checkbox"/>	<input type="checkbox"/>
8. Drawings (Review Only <input type="checkbox"/>)	<input type="checkbox"/>	<input type="checkbox"/>
9. List of Material Submittals (AF Form 66)	<input type="checkbox"/>	<input type="checkbox"/>
10. Bid Schedule (i.e. additive bid items, unit price items, etc.)	<input type="checkbox"/>	<input type="checkbox"/>
11. Reply to LGC Review Comments	<input type="checkbox"/>	<input type="checkbox"/>
12. Recommended Performance Period	<input type="checkbox"/>	<input type="checkbox"/>
13. Environmental Checklist	<input type="checkbox"/>	<input type="checkbox"/>
14. Other Documents:		

REMARKS:

Base Civil Engineer



EXHIBIT A-1**CONTRACTING OFFICE REVIEW COMMENTS**

DATE: PAGE

REVIEWED BY: _____
CONTRACT ADMINISTRATORAPPROVED BY: _____
CONTRACTING OFFICER

PROJECT TITLE:

PROJECT NO:

☐ Construction Specifications and Drawings☐ Architect Engineer☐ Type "A" Design Submittal☐ Type "B" Design Submittal☐ Statement of Work☐ Project Book☐ Prefinal☐ FinalSECTION OR
DRAWING NOITEM
NO.

COMMENTS



EXHIBIT A-4 SOURCES SOUGHT NOTICE

UPGRADE RUNWAY 01-19 AND ELECTRICAL VAULT

Category: Y –Construction of Structures and Facilities—Potential Sources Sought

Date Published: (Date)

Contact: (Contracting Office, Address, POC and Phone No.)

Synopsis: UPGRADE RUNWAY AND ELECTRICAL VAULT SOURCES SOUGHT. The purpose of this synopsis is to gain knowledge of potential HUBZone Businesses. (Contracting Office and Location)_ anticipates the solicitation and award of a contract to “Upgrade the Runway”. The magnitude of this project is between \$10,000,000 and \$25,000,000. Source selection procedures will be utilized to determine awardee. All interested HUBZone Business concerns will provide this office, in writing, a notice stating their positive intention to submit a proposal as a prime contractor no later than 16 May 2001. This notification, which shall not exceed five typewritten pages, must include (1) positive statement of intent to bid as a prime contractor, (2) Identification of firm with appropriate HUBZone status. Status of HUBZone contractors will be verified via SBA PROnet. (3) A listing of projects completed during the past three years, both for government and private industry. The type of project, dollar value, Contract number, location, and Point of Contact are to be included. Indicate if you were prime or subcontractor, and if subcontractor, provide the name and point of contact for the prime contractor. (4) A brief outline of resources, subcontractors, and key personnel that would be used to accomplish the contract. Contractors outside of the South-Eastern Michigan area are advised of an existing significant labor shortage in the construction trades in this area. For additional information regarding labor shortage, please contact the Small Business Administration, Detroit District, at xxx-xxx-xxxx. In the event adequate HUBZone contractors are not available for adequate competition for this project, it will be advertised as unrestricted. Information shall be provided either in writing to Mary Smith, Operational Contracting Division, (Location) or via email to: **(Insert email address)**. No facsimile responses will be honored. Construction opportunities are posted at the following site: **(Insert web page address of Contracting Office)**

LINKURL: (Insert web page address of Contracting Office)

LINKDESC: (Insert Contracting Office)

EMAILADD: (Insert email address of Contract Specialist)

EMAILDESC: Contract Specialist



EXHIBIT A-5 DETERMINATION OF SOLICITING UNRESTRICTED

DETERMINATION AND FINDINGS

The Operational Contracting Division, (Location) proposes to advertise as unrestricted the Solicitation DAHA20-XX-R0000 for Project VGLZ XXXX, "Upgrade Runway".

FINDINGS

1. In accordance with FAR 19.1305 – HUBZone Set-Aside Procedures the following issues are addressed:

a. A Sources Sought for interested HUBZone concerns was published in the CBD on 16 April 2001.

b. The Contracting Office received two responses. Only one of the firms is a Construction Prime Contractor with adequate experience in runway and road upgrades and since this acquisition exceeded \$5 million, it does not qualify for Sole Source HUBZone IAW FAR 19.1306(a)(2)(i)..

c. Per FAR 19.1305(b)(1), the Contracting Officer must have reasonable expectation that offers will be received from two or more HUBZone small business concerns and award will be made at a fair market price.

d. Based on the results of the Sources Sought advertisement, this contracting office does not have a reasonable expectation that two or more HUBZone small businesses would compete for this project.

2. The Upgrade Runway is under the North American Industry Classification Code (NAICS) 234110 and per FAR 19.10, this classification is under the Small Business Competitiveness Demonstration Program and therefore should be advertised unrestricted.

DETERMINATION

Pursuant to FAR 19.1305 HUBZone Set-Aside Procedures and FAR 19.10 Small Business Competitiveness Demonstration Program, I hereby determine that the project be advertised unrestricted.

Date

MARY SMITH
Contracting Officer

NOTE: Comments based on the findings should be stated in Block14 of the DD2579 so the SDBU will have an understanding of the efforts made for the various set asides.

EXHIBIT A-6 DETERMINATION OF WARRANTIES

DETERMINATION OF WARRANTIES

DAHA20-01-R-00XX
VGLZ 989000, Upgrade Runway
(Date)

In accordance with FAR Clause 52.246-21, “Warranty of Construction”, I have determined that the warranty for this solicitation would be covered under “Trade Practice” indicating that the item is customarily warranted in the trade, and, as a result of that practice, the cost of an item to the Government will be the same whether or not a warranty is included. It would be in the Government’s best interest to include such a warranty.

MARY SMITH
Contracting Officer

EXHIBIT A-6 - DETERMINATION FOR OPTIONS

DETERMINATION AND FINDINGS

Determination for Options

Date

The Operational Contracting Division, (Location) proposes to include 52.217-5, Evaluation of Options in the Solicitation DAHA20-01-R00XX for Project VGLZ XXX, "Upgrade Runway".

FINDINGS

1. In accordance with NGFAR 17.202, Use of Options, the following issues are addressed:

- a. The following items Reposition of the BAK-12, asphalt paving of the North overrun and North turnaround and lighting, additional runway shoulder grading, furnishing and installation of the Runway, Ice Detection System, additional lighting and taxiway signs, upgrading the North ALS Road, furnish and installation of fencing in Areas A, B, C, D and E will be the optional line items.
- b. The above items listed in (a) are part of the original scope of work.
- c. The above items listed in (a) are included in the project design.
- d. The above items will be evaluated prior to award.
- e. The above items will be awarded within the basic contract period as specified in the contract solicitation. It is noted that some optional items are time sensitive, for ordering and replacement of other basic requirements, etc. These options will only be exercised if the conditions in para 2 below can be met.
- f. There is a firm intent to award all the items if funds are available.

2. Furthermore, it is my opinion that the use of options will not:

- a. Increase costs beyond fixed option cost.
- b. Delay completion of the basic contract.
- c. Cause rework of already completed work.
- d. Require equitable adjustments beyond fixed option cost and specified time for completion of added work..
- e. Cause the contractor to order or fabricate in anticipation of option.
- f. Accelerate the contractor's performance.
- g. Include material submittal requirements with production lead times that are not accommodated in the option performance period.
- h. Expose the contractor to undue risk in cost of labor (Davis-Bacon Act) or materials.

3. The Use of Options is the most advantageous method of fulfilling the Government's need to accomplish the Upgrade Runway.

DETERMINATION



Pursuant to NGFAR 17.202, Use of Options, I hereby determine that including 52.217-5, Evaluation of Options in the Contract in this project would be in the best interests of the Government.

19 June 2001
Date

MARY SMITH
Contracting Officer



EXHIBIT A-6 DETERMINATION OF BID BOND WAIVER

DETERMINATION OF BID BOND WAIVER

DAHA20-01-R-00XX

VGLZXXXX, Upgrade Runway

(Date)

In accordance with FAR Clause 52.228-1, "Bid Guarantee", I have determined that a bid guarantee for this solicitation be waived. This is being awarded using Best Value Request For Proposal procedures and the additional cost incurred by the offeror for a bid bond would not be advantageous to the Government. Additionally, since this contract is a Request for Proposals, contractors may withdraw their offers through time of award in accordance with FAR 15.208, Submissions, modification, revision, and withdrawal of proposals.

Performance Bonds and Payment Bonds will be required in the contract.

MARY SMITH
Contracting Officer

EXHIBIT A-6 REQUEST FOR USE OF ADVISORY PERSONNEL IN SOURCE SELECTION

MEMORANDUM FOR : NGB/AQ (Name)

SUBJECT: RFP DAHAxxxxxxx, UPGRADE RUNWAY 01-19 AND ELECTRICAL VAULT, REQUEST FOR ADVISORY SERVICES

1. This is a request for approval to utilize A-E support services for Source Selection Evaluation on Solicitation DAHAxxxx-x-xxxx, Upgrade Runway 01-19 and Electrical Vault. The following issues are addressed in accordance with FAR 37.203 Policy and 37.204 Guidelines for Determining Availability of Personnel :

a. The subject project involves a complex lighting system and personnel in house are not readily available.

b. The three (3) personnel who will participate in the selection process have specialized expertise in runway, lighting and paving projects. They will provide an outside view on the technical portion only of the proposals in order to avoid a limited evaluation on the subject project.

c. The A-E firm, PBS&J, who was awarded the design of the project have specialized knowledge in runway designs that is not limited to military installations.

d. The A-E firm's personnel will be non-voting members and have agreed to sign the Certificate for Personnel, Participating in Source Selection Concerning Nondisclosure, Conflicts of Interest and Rules of Conduct.

e. The A-E firm will only provide technical support to the Source Selection Evaluation Board and will not be involved in the decision-making or managerial decision of the selection.

g. The use of advisory and assistance services is not being used to bypass personnel ceilings, pay limitations or competitive employment procedures.

h. The personnel being utilized are not former Government employees.

i. The services being contracted are not to aid in influencing or enacting legislation

j. The services being requested are not readily available with the agency or another Federal agency.

2. Based on the above information, request approval of advisory services for subject project. If you have any questions feel free to contact me at XXXX.

Contracting Officer

1st Endorsement Insert Approval Statement for PARC and Signature Block

EXHIBIT A-10 SYNOPSIS

Category: Z—Maintenance, Repair or Alteration of Real Property

Date Published:

Contact: (Name and Address of Contracting Office, POC and Phone Number)

UPGRADE RUNWAY 01-19 AND ELECTRICAL VAULT Solicitation DAHAxxxx-x-xxxx
Services, non-personal to provide all plant labor, materials, equipment and appliances necessary to upgrade the runway and electrical vault at (Location). The work includes but is not limited to: Rebuilding 9000 feet by 150 feet of runway, also hardening of 1000 feet of north overrun (asphalt), rebuild 1000 feet of South overrun to include aircraft turnaround. This will include a new drainage system, paved shoulders, edge lighting, approach lighting and associated lighting vault. Work is to be accomplished in strict accordance with the Plans and the Technical Provisions of the Specifications for Project VGLZ_____, "Upgrade Runway 01-19 and Electrical Vault" at (Location)_. The estimated cost range of this project is between \$10,000,000 and \$25,000,000, and the construction performance period is approximately 288 days. This project is being procured on an UNRESTRICTED basis. The North American Industry Classification System (NAICS) Code is 234110 and the Size Standard for Small Businesses is \$27.5 million annual receipts for the past 3 years. The contract will be awarded under Source Selection procedures specified in the solicitation. There is no charge for the plans and specifications, which will be available at the following Internet site: [http: \(Contracting Office web page address\)](http://(Contracting Office web page address)) approximately (date). All contractors and subcontractors interested in this project must register at the site. Prime Contractors must be registered in the Central Contractor's Registration at [http: www.ccr2000.com](http://www.ccr2000.com) to be eligible for award. There will be a pre-proposal conference tentatively scheduled for 24 July 2001 at 0900 hours. Interested contractors are encouraged to attend and should contact Marilyn Hill via email prior to attending for clearance at the main gate.

LINKURL: (Contracting Office web page address)

LINKDESC: (Contracting Office Name)

EMAILADD: (Email address of Contract Administrator)

EMAILDESC: Contract Specialist

EXHIBIT A-12 APPROVAL SHEET CAPTURE


pd2 - Citrix ICA Client
Procurement Desktop - Defense

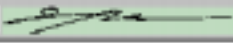
Approval Sheet

Approval
Negotiated Solicitations (non A-E) >= 500K
Sheet: 1 of 1 ☒ Approved

Approval for document
DAHA20-01-R-0012
Upgrade Runway
Construction Solicitation

Approval types

Contracting Officer
29 Jun 01 07:57
Approved  Valade, Ellen-Jo
CO will approve after return from NGB to facilitate any necessary changes

Local Judge Advocate General
25 Jun 01 17:15
Approved  Veera, Dennis J.

National Guard Bureau-Acquisition
28 Jun 01 15:16
Approved User, HQ

Buttons: Preapproval, Add, Delete, << First, < Back, Next >, Last >>, OK, Cancel

Constr Sellr... IDIQ-Snell/... A-E Contra... h - Self ...
Closed Con... Cancelled ... Constructio... Outbox

Ready February 14, 2002 8:10 AM

Start Inbox - Micr... Microsoft Of... Inbox - Micr... CHAPTER ... pd2 - Citr... 9:19 AM



EXHIBIT A-12 REQUEST FOR LEGAL REVIEW

REQUEST FOR LEGAL REVIEW

DATE OF REQUEST: _____

REQUESTED BY: _____ PHONE # _____

OFFICE SYMBOL: _____

1. REQUESTED SUSPENSE DATE: _____

2. SUBJECT FOR REVIEW: _____

3. PERTINENT REGULATIONS AND AUTHORITY (attach copies): _____ see
attached _____

4. SPECIFIC QUESTIONS: _____ see attached _____

5. HAVE YOU STAFFED THIS ACTION THRU PAO YE ☐ NO ☐
USPFO ☐ YES ☐ NO

* PLEASE PROVIDE ALL RELATED DOCUMENTS AND NAMES OF POINTS OF
CONTACT.

** INDICATE WHETHER OR NOT THIS IS ROUTINE.

MISSING INFORMATION MAY UNNECESSARILY DELAY YOUR REQUEST FOR LEGAL
REVIEW. TAG-FM 27-1a

EXHIBIT A-13 SAMPLE RFP LANGUAGE FOR PAST PERFORMANCE AND EXPERIENCE TRADEOFF

(No technical information required) (Note: Replace italics with data pertinent to your project and Times New Roman 10 for PD)

Section 00100

PROPOSAL SUBMISSION REQUIREMENTS

PAST PERFORMANCE

(1) Construction Contractor's Past Performance on relevant projects. The agency will conduct a competitive “best value” source selection in which competitive offerors’ past and present performance history will be evaluated on a basis equal to price. Each offeror must provide a list of at least five (5), but no more than ten (10), of the most relevant contracts performed for Government or commercial customers within the last three (3) years. “Relevant” contract are construction projects that are similar in scope and magnitude to this project, including but not limited to, *close tolerance concrete forming, placement of steel embedment, finishing concrete surfaces, and within the range of \$1 to \$2 million*. For each contract, offerors must furnish information such as the name and owner of the project, its general scope, the firm’s role and work on the project, the extent and type of work subcontracted, and the construction cost, *as well as a performance survey form completed by the project owner, copy attached or performance survey information obtained by government personnel who contact your references..* Offerors may also provide any information for any other projects that demonstrates customer satisfaction with overall job performance and quality of completed contracts of similar scope and magnitude.

(2) The Offeror's past performance will be evaluated for general trends in customer satisfaction (as defined above) in all types of projects within the last three (3) years. The Offeror’s past performance will also be evaluated in terms of the perceived risk of unsuccessful performance based on a lack of relevant experience.

EVALUATION RATING SCHEME AND BASIS FOR AWARD The following rating scheme shall be used in the evaluation of each factor as well as the overall rating of each Offeror's proposal. In cases where past performance information is not available, a neutral rating, neither favorable nor unfavorable, of Neutral/Satisfactory (N/S) will be assigned. In accordance with the maximum quality criteria set forth in this section, the *Technical Evaluation Team (TET) OR Source Selection Evaluation Board (SSEB)* will assign one of the following adjectival ratings.

“Relevant project” means successful detailed placement of reinforced concrete foundations (up to 5’ depth), floor slabs (up to 3’-8” depth), and wall system (up to 22’ high) on projects requiring strict compliance with plan and elevation tolerances of **similar dollar value, scope, and complexity as the proposed project**.

The *TET or SSEB* will evaluate past performance information on the lowest-priced offerors and perform a performance risk assessment. The *TET or SSEB* will use each offeror’s past performance information to evaluate the quality of its performance on recent, relevant, projects of similar scope and magnitude to

make an overall assessment of its ability to perform the work required by the solicitation. Pricing information will be provided to the *TET or SSEB* after the conclusion of its evaluation, and the *TET or SSEB* will provide its recommendations to the Source Selection Authority. The Source Selection Authority will consider the recommendations of the *TET or SSEB* and select the offeror whose proposal is fair and reasonable and most advantageous to the government considering past performance and price and provides the best value to the government IAW FAR 15.303.

The following evaluation color ratings will be used to evaluate relevant past performance:

BLUE (B) - The proposal may have some minor weaknesses but those weaknesses are offset by related strengths. The risk of unsuccessful performance is nonexistent or very low.

The Offeror has shown that it is capable of outstanding customer satisfaction, to include general trends in performance, as evidenced by performance evaluations, letters or awards documenting outstanding past performance involving relevant projects within the last ten years. There is no noted customer dissatisfaction or if customer dissatisfaction is noted it has been cooperatively and expeditiously resolved and is not repeated.

GREEN (G) – Contractors performance adequate with no notable strengths or weaknesses. If weaknesses exist, they are minor and the risk of unsuccessful performance is low and may be offset by strengths demonstrated in the proposal.

The Offeror has shown that it is capable of satisfactory customer satisfaction, to include general trends in performance, as evidenced by performance evaluations, letters, or awards documenting satisfactory past performance in relevant projects within the last ten years. There is no noted customer dissatisfaction or if customer dissatisfaction is noted, it has been resolved and the problem is not repeated.

ORANGE (O) - Weaknesses might be correctable, but the Offeror's proposal does not address and identify corrective measures. The proposal is unclear and the risk of unsuccessful performance is high.

The Offeror has not demonstrated satisfactory past performance in terms of customer satisfaction, to include general trends in performance, for relevant projects within the last ten years. Marginal performance was not clearly explained and it was not clear if customer satisfaction was attained.

RED (R) - The deficiencies noted in the proposal represent a high degree of risk and correction would require a substantial revision to the proposal, amounting to submission of a new proposal. The risk of unsuccessful performance is unacceptably high.

The Offeror has provided unsatisfactory past performance documentation in terms of customer satisfaction, to include general trends in performance, for relevant projects within the last three years and failed to explain the unsatisfactory past performance, its resolution and the mechanisms in place to prevent repetition.

COMPETITIVE RANGE. The Government intends to evaluate all proposals received and award a contract without discussions. However, if discussions are deemed necessary to maximize the Government's ability to obtain the best value, discussions will be held with those Offerors within the competitive range. The Government may limit the number of proposals in the competitive range to the most highly qualified proposals, considering price and technical factors.

ENFORCEABILITY OF PROPOSAL. The proposal must set forth full, accurate and complete information as required by this solicitation. The Government will rely on such information in the award of a contract. By submission of the offer, the Offeror agrees that all items proposed (if applicable e.g., key personnel, subcontractors, plan, etc.) will be utilized for the duration of the contract and any substitutions will require prior Contracting Officer's approval.

PRICE EVALUATION.

Price proposals will be initially evaluated separate from the technical proposals. Price proposals will ultimately be evaluated and compared against the relative quality of the respective technical proposals.

It is the Government's intent to obtain Line Items 0001.

Price proposals will be evaluated in the following order:

- (1) Item 0001 Construct B-1B Power Check Pad. Option items will not be evaluated for purpose of determining the award in accordance with FAR17-
- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or

counter offer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or sub-line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in post award debriefings to other offerors:

- (i) The overall evaluated cost or price and technical rating of the successful offeror;
- (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
- (iii) A summary of the rationale for award; and
- (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

**EXHIBIT A-13 SAMPLE RFP LANGUAGE FOR PAST PERFORMANCE AND
TECHNICAL INFORMATION REQUIRED- COMPLEX ACQUISITION A&E DESIGNED**
(Note: Replace *italics* with data pertinent to your project and Times New Roman 10 for PD)

Section 00100
Instructions, Conditions, and Notices to Bidders

1. Notice of Pre-Proposal Conference:

a. A pre-proposal conference will be conducted on (Date) and (Time) for the purpose briefing on the proposal requirements, answering questions regarding this solicitation and conducting a site visit.

b. Email the names of all attendees to (Contract Administrator) at *email* no later than (Date). This information must be provided in advance in order to ensure access to the military base and conference site and ensure adequate seating for the conference attendees.

c. Offerors are requested to submit questions to the point of contact noted above not later than (Date). Information provided at this conference shall not qualify the terms and conditions of the solicitation and specifications. Terms of the solicitation and specifications remain unchanged unless the solicitation is amended in writing. If an amendment is issued, normal procedures relating to the acknowledgment and receipt of solicitation amendments shall apply.

d. A record of the conference shall be made and furnished to all prospective offerors via posting to our web site *at(Contracting Office web page address)* The record will include minutes of the meeting, including questions (on a non-attribution basis) and answers.

2. Clauses and provisions from the Federal Acquisition Regulation (FAR) and supplements thereto are incorporated in this document by reference and in full text. Those incorporated by reference have the same force and effect as if they were given in full text.

3. Sections 00100, 00110, 00120 and 00600 and 00010 notes will be physically removed as a result of an award, but will be deemed to be incorporated by reference in that award.

4. Clauses and provisions in this document may not appear in consecutive order.

5. FORMAL COMMUNICATION: Any formal communication such as requests for clarifications, discussions, and information concerning this solicitation should be submitted in writing (either regular mail, fax or by email) email is preferred, to the address below:

(Insert Contracting Office Name, Address, POC Name, Phone, FAX, email address, and Reference Proposal Number)

6. DISPOSITION OF UNSUCCESSFUL PROPOSALS: In compliance with FAR Subpart 4.8 the Government will retain one copy of all unsuccessful proposals. The Government will destroy extra copies of unsuccessful proposals. No destruction certificate will be provided.

7. **ACQUISITION WEB PAGE:** All information relating to this RFP, including pertinent changes/amendments and information will be posted on the following website: (Insert Contracting Office web page address)
8. **HAND CARRIED PROPOSALS/INVITATIONS:** A bid repository is provided for hand carried proposals and is located at (*Address*). Hand carried proposals must be deposited in the repository prior to the time established for receipt of proposals.
9. **WAGE DETERMINATION:** The wage rates included in this Request for Proposal are applicable to this project. In the event the current prevailing Wage Determination is changed by the Department of Labor prior to award of this contract the updated Wage Determination will be incorporated by amendment and issued to offerors considered to be in the competitive range. If applicable, these offerors will be given an opportunity to provide revised proposals solely to adjust prices due to Wage Determination changes.
10. **AMENDMENTS PRIOR TO DATE SET FOR RECEIPT OF PROPOSALS:** The right is reserved, as the interest of the Government may require, to revise or amend, the specifications or drawings or both prior to the date set for receipt of proposals. Such amendments, if any, will be announced by an amendment or amendments to this Request for Proposal. If the revisions and amendments are of a nature which requires material changes in quantities or prices offered or both, the date set for receipt of proposals may be postponed by such number of days as in the opinion of the issuing officer will enable bidders to revise their proposals. In such cases, the amendment will include an announcement of the new date for receipt of proposals. All amendments shall be issued via the web site: (Insert Contracting Office web page address). Offerors are cautioned the check this site regularly for updates.
11. **INFORMATION REGARDING AVAILABILITY OF UTILITY SERVICES:** It has been determined that all reasonable amounts of electricity and water used in connection with this project will be furnished to contractor without cost. The offeror will take this into consideration when computing his offeror. (FAR Clause No. 52.236-14.)
12. **EXCEPTIONS:** If the offeror takes exception to any of the requirements specified in this solicitation, the offeror shall clearly identify each such exception and include a complete explanation of why the exception was taken and what benefit accrues to the Government. All exceptions to the solicitation requirements (Section 00010 through 00800) and supporting rationale shall be included in an addendum to the proposal and clearly labeled "Exceptions". An addendum is only required if the offeror takes exception to any requirement in the solicitation. (The Addendum does not have a page limitation, but shall only include information relevant to exceptions taken to the solicitation requirements.) The Government will assume an offeror takes no exceptions to any solicitation requirement if the offeror does not submit an Addendum identifying exceptions. Offerors are advised that solicitation requirements are not necessarily negotiable and such exceptions may render an offeror's proposal non-responsive and ineligible for award.



SECTION 00110 SUBMISSION REQUIREMENTS AND INSTRUCTIONS

GENERAL INSTRUCTIONS - PROPOSAL PREPARATION INSTRUCTIONS

These instructions prescribe the format of proposals, and describe the approach for the development and presentation of the proposal data. They are designed to ensure the submission of necessary information to provide for the understanding and comprehensive evaluation of proposals. Carefully review this section prior to commencing proposal preparation. All solicitation amendments must be acknowledged in accordance with Section 00100, FAR Clause 52.215-1, Instructions to Offerors.

Offerors are cautioned to strictly comply with all instructions within this solicitation to ensure submission of a complete proposal. Failure to furnish a complete proposal, at the time of proposal submission, may result in the proposal being unacceptable to the Government and elimination from consideration for award.

After compiling all required information, submit the information in accordance with the "Proposal Due Date Schedule" paragraph and return the original and specified number of copies to the issuing office listed in Block 7 of the SF1442. Mark the front of the envelope/box with the following: "PROPOSAL No. _____, DO NOT OPEN--- Competitive Acquisition"

The government reserves the right to incorporate the any portion of the offeror's proposal, including but not limited to the Material and Product Compliance Schedule into any resultant contract.

Sources of Personnel on Selection Board:

1. Offerors are advised that employees of the firms identified below may serve as technical advisors or Source Selection Evaluation Board members in the source selection process. These individuals will be authorized access to only those portions of the proposal data and discussions that are necessary to enable them to perform their respective duties. Such firms are expressly prohibited from competing on the subject acquisition and from scoring or ranking of proposals or recommending the selection of a source.

Firm

Phone

2. In accomplishing their duties related to the source selection process, the aforementioned firms may require access to proprietary information contained in the offeror's proposals. Therefore, pursuant to FAR 9.505-4, these firms must execute an agreement with each offeror that states that they will (1) protect the offerors' information from unauthorized use or disclosure for as long as it remains proprietary and (2) refrain from using the information for any purpose other than that for which it was furnished. To expedite the evaluation process, each offeror must contact the above companies to effect execution of such an agreement prior to submission of proposals. Each offeror shall submit copies of the agreement with their proposal.

PROPOSAL CONTENT: The Offeror's proposal shall consist of three (3) separately bound volumes, and an additional copy in electronic format. Be sure to check for proposal due dates for each volume as they may differ:

VOLUME 1 constitutes the offer/proposal

Section 00010 –Offeror” portion of the Standard Form 1442.

Section 00010 – Insert the price/cost associated with the project under the line items.

Section 00600 – Insert the required certifications and representations.

Subcontracting Plan – If required, contractors shall submit their subcontracting plan in accordance with DFAR Clause 52.219-7003. (NOTE: Required for Other Than Small Business Contractors).

b. VOLUME 2 is obtained for evaluation purposes in performance rating, and includes Past Performance Reference List and Contractor’s Performance Self-Assessment responses.

c. VOLUME 3 is obtained for evaluation purposes of technical capability and product compliance. This volume includes a Project Management Ability Overview, Progress Schedule, Construction Equipment and Plant Overview and Material and Product Compliance Schedule. Contractors are cautioned to carefully review the proposal requirements for this Volume.

2. **PROPOSAL DUE DATE SCHEDULE:** Volumes 1 and 3 are due on the date and time set for the receipt of proposals shown in Block 13 of the SF1442. In the event this date is extended than Volume 1 and 3 are also extended. Volume 2, Past Performance Information shall only be extended when so noted in an Amendment.

DESCRIPTION

DUE DATE/TIME

- | | |
|-------------------------------------|------------------------|
| a. Volume 2 Past Performance | (Date and Time) |
| b. <i>Volume 3 Technical Volume</i> | <i>(Date and Time)</i> |
| c. <i>Volume 1 Price Proposal</i> | <i>(Date and Time)</i> |

3. PROPOSAL FORMAT Purpose: These instructions prescribe the format of proposals, and describe the approach for the development and presentation of the proposed data. The proposal shall include all of the information requested in the specific instructions. Failure to include all information requested may adversely affect the evaluation. A proposal that merely reiterates or promises to accomplish the requirements of the RFP will be considered unacceptable. A proposal that is orderly and sufficiently documented will enable the Government to easily understand and perform a thorough and fair evaluation.

Proposal Volumes 2 and 3 shall not exceed the page limits stated. If the page limit is exceeded, the pages in excess of the limit shall be unread. The Government will not accept any changes to the contractor’s proposal after the closing date of the solicitation. (See FAR 15.208 for further information regarding late proposals.) Page Limit Includes: All appendices, charts, graphs, diagrams, tables,

photographs, drawings, etc. Type size will not be smaller than Microsoft Word Times New Roman 10 point font, normal proportional spacing. Text lines will be single-spaced.

Binding: Each volume of the proposal will be separately bound in standard loose-leaf, three-ring binder. The number of copies for each volume is specified below. Elaborate format and binding are neither necessary nor desirable. All binders will be capable of lying flat when opened. The cover of each binder will clearly identify the offeror's name, volume number, RFP number, RFP title and copy number (e.g. copy 2 of 3). The original for each volume will be clearly identified on the cover. All binders will allow for easy removal and replacement of pages.

Indexing: Each volume will contain a "Table of Contents" for that volume of the proposal. The "Table of Contents" will identify major areas, paragraphs and subparagraphs by number and title as well as by page number and volume locations. Tab indexing will be used to identify sections as appropriate.

Copies/Page Limit: Printed copies of each volume shall be submitted in triplicate. The number of copies shall include the original. (Original plus 2 copies) Additionally, provide one (1) electronic copy of all of the proposal information for volumes 2 and 3 and the Small Business Subcontracting Plan (if required) from Volume 1. Electronic copies shall be submitted on either 3 ½" size diskettes or on CD-ROM saved in Microsoft Word (6.0 or 97) format. ("Read Only" files are acceptable). The progress schedule shall be on a separate disk/CD and identify the version of Microsoft Project used. All disks shall be virus checked prior to submission.

4. PROPOSAL VOLUME CONTENTS:

A. VOLUME 1, PRICE/COST INFORMATION. Offerors shall provide all price/cost information necessary to provide a meaningful basis for government's analysis and evaluation of price/cost for the project set forth in Section 00120 of this solicitation. The Government is not and does not intend on requesting certified cost or pricing data. Offerors may be required, during the evaluation process to provide sufficient price/cost information that will enable the Government to perform an evaluation in accordance with Section 00120. The offeror shall also provide a brief explanation of the work to be performed by each subcontractor (as applicable). If an offeror proposes an unusually low price, the offeror should also be prepared to provide rationale to justify the price. Detailed requirements follow:

Section 00010 – Complete in its entirety the "Offeror" portion of the Standard Form 1442. An official having the authority to contractually bind your company must sign the SF1442 in accordance with FAR 4.102. One copy of the SF1442 must bear an original signature.

List all subcontractors with a brief explanation of the work to be performed.

Section 00600 – Insert the required certifications and representations.

Subcontracting Plan – If required, contractors shall submit their subcontracting plan in accordance with DFAR Clause 52.219-7003. (NOTE: Required for Other Than Small Business Contractors). The National Guard Bureau Goals are as follows: 75.5 % Small Business, 17.0% Small Disadvantaged Business, 6.1% Woman Owned, 1.5% Service Disabled Veteran Owned Business and 2.0% Hub Zone firms.

B. VOLUME 2, PAST PERFORMANCE INFORMATION. Limit this volume to a maximum of 30 pages only. Pages in excess of this maximum limit shall be removed from the proposal and will not be evaluated for award. Present & Past Performance will be evaluated using the evaluation criteria set forth in Section 00120 of the solicitation. The information must provide a point of contact at each of these agencies or business organizations for completion. The Government intends to contact these references and will consider this information as well as information obtained from any other sources when evaluating the offeror's past performance. In selecting references, offerors should consider the currency and relevancy of the past performance information. Current performance may have greater impact than older performance. In determining relevancy to the solicitation requirement, offerors should provide references in which similar construction methods and complexity were employed. Offerors may include with their proposal, information on problems encountered on the identified contracts and the offeror's correction actions.

1. Offerors shall include in Volume 2 a list identifying all businesses and Federal, State or Local Government agencies for whom the offeror has been awarded a contract during the past three (3) years for the period beginning 01Jun 98 through solicitation release date. If an offeror has more than 15 awarded contracts during the past 3-year period, then identify only 15 consecutive awarded contracts. For each reference, identify the following:

Company/Government Agency name;
Complete address;
Point of Contact;
Telephone & Fax number;
Contract Number;
Contract Type;
Project Title;
Period of Performance;
Brief description of work. .

(2) Offerors lacking relevant present/past performance experience may submit information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement if such information is relevant to this acquisition. Such information shall, as a minimum, include:

(a) Name(s) of Predecessor Company/Subcontractor and/or Key Personnel and include:

Complete Address
Telephone & Fax Number
Brief synopsis of relevant experience (a resume may be submitted for "Key Personnel")

(b) Provide five (5) references for each Predecessor Company, Subcontractor or Key Personnel and include for each reference:

Complete Address;
Point of Contact;
Telephone & Fax Number;

Contract Number;
Project Title;
Contract Period of Performance;
Brief description of work

(3) Offerors shall complete the following Performance Self Assessment questionnaire for a minimum of three (3) maximum of five (5) contracts listed in information provided pursuant to paragraphs 1 and or 2 above. Offerors shall explain what aspects of the contract are deemed relevant to the proposed effort and identify how each contract ranks, in terms of relevancy, with respect to the other contracts addressed in the volume. In determining relevancy, the offeror should address contracts for the same or similar services, considering such areas as: the nature and complexity of the service involved, the required levels of technology, contract type, and location of work to be performed.

(4) Offerors are advised that the Government may use all data provided by the offeror in this volume and data obtained from other sources in the development of performance confidence assessments. Past performance information on contracts not listed by the offeror, or that of planned subcontractors, may also be evaluated. The government may contact references other than those identified by the offeror and information received may be used in the evaluation of the offeror's past performance. While the government may elect to consider data obtained from other sources, the burden of providing current accurate and complete past performance information rests with the offeror.



PERFORMANCE SELF ASSESSMENT QUESTIONNAIRE

Provide the following information requested in this format for each of the three- five projects/contracts being described. Provide frank, concise comments regarding YOUR PERFORMANCE on the contracts you identify. Use as much space as required.

A. Offeror Name (Company/Division):

B. Project/Contract Title:

C. Contract Specifics:

1. Contract Number

2. Contract Type

3. Period of Performance

4. Original Contract \$ Value

5. Current/Final Contract \$ Value

6. If amounts for 4 and 5 above are different, provide a brief description of the reason:

D. Brief Description of Effort as _____ Prime or _____ Subcontractor (Please indicate and highlight portions considered most relevant to current acquisition).

E. Completion Date:

1. Original Date:

2. Current Schedule

3. Estimate/Final Completion

4. How may time Changed

5. Primary cause for Change

F. Primary Government Points of Contact: (Please provide current information on all three individuals):

Project Manager/Engineer:

Contracting Officer/Contract Administrator:

3. Contracting Officer Representative (COR)/Inspector:

G. Address any technical (or other) area about this program considered unique.



Identify if a small business or disadvantaged business plan or goal was required. If so, identify in terms of a percentage the planned versus achieved goal during the contract. For each of the applicable factors under the evaluation areas in Section 00120, illustrate how your experience on this program applies to that factor.

Specify by name any key individual(s) who participated in this program and are proposed to support the instant acquisition. Also, indicate their contractual roles for both acquisitions.

End of Questionnaire Requirements

Other Past Performance Considerations (OPTIONAL): Offerors are encouraged to include in Volume 2 information relevant to the following:

Effectiveness of value engineering (VEC) proposals (Provide a brief description; impact on cost, schedule, efficiency or quality; contract number; name and phone number of customer benefiting from the VEC).

Professional/Industry awards (Identify award type, date of award and copy of certificate if applicable). Letters of appreciation, recognition or commendations, etc., received on behalf of a customer may be submitted. The Government will consider up to five (5) such documents.

Unique skills and accomplishments (Explain unique skills and/or accomplishments and provide supporting information for verification).

The information, if provided, shall be limited to the period beginning 01 July 98 through solicitation release date.

C. VOLUME 3, TECHNICAL INFORMATION. Limit this volume, exclusive of Project Schedule and Quality Control Plan, to a maximum of 50 pages only. Pages in excess of this maximum limit shall be removed from the proposal and will not be evaluated for award. Failure to provide complete technical data with proposals may render an offeror's proposal non-responsive and ineligible for award. The technical proposal shall be prepared in accordance with the instruction give in this section and will be evaluated in accordance with the evaluation criteria listed in Section 00120 Proposal Evaluation and Contract Award. Technical Proposals shall not include price or pricing information

1. PROJECT MANAGEMENT: The proposal narrative should include necessary information regarding the offeror's ability to perform complete project management of required construction. Project management plan includes the full spectrum of activities such as, estimating, proposal preparation, subcontract purchasing and management, work planning, construction superintendent duties, quality controls and safety.

a. Project management personnel shall include a listing of proposed key personnel to include experience information for managers, and supervisors. Discuss administrative support personnel and demonstrate that technical and administrative abilities needed to meet contract requirements exist.

b. Provide a project management plan that includes subcontracting support capability overview. Contractors shall address as a minimum Electrical Operations, Vault Building and BAK-12 Arresting System. Provide names and experience of foreman and describe previous installations.

c. Project Execution and Technical Capability Overview

- Demonstrate the ability to meet administrative requirements set forth in Section 00800 and the Plans and Specifications.

- Discuss how you plan to meet 20% subcontracting limitation requirements with in-house (own force) personnel

d. Quality Control (QC) Plan

- Provide proposed Quality Control Plan IAW Section 00800

- Provide a description of the Concrete and Asphalt quality control processes.

- Testing Laboratory:

1. Indicate if the laboratory will be on site, off-site or both; if both will be used, indicate which tests will be conducted at which laboratory.

2. Provide a list of equipment the laboratory will contain and a description of temperature and humidity controls that will be necessary for the appropriate types of testing, e.g. temperature and circulation of water baths for concrete curing.

e. Safety Plan

- Provide proposed Safety Program

2. PROGRESS SCHEDULE:

(a) The intent of the Progress Schedule is to obtain a functionally integrated understanding of the proposal with clear tracks between the technical, cost, schedule, management, etc., in a way that provides the government confidence that the program is structured to be executable for the resources indicated. The Progress Schedule is a detailed task and timing of the work effort and is used as the primary tracking tool for technical and schedule status.

(b) The Progress Schedule is an integrated and networked multi-layered schedule of program/project tasks. It identifies project events, accomplishment, and criteria and the expected dates of each. These dates are based on the calendar dates provided as the starting point and the logical flow of dates provided by calculating the addition of duration of all tasks using typical schedule networking tools. Each major task will be directly traceable to the requirements of the project. For the purpose of this evaluation only, the



contractor should use 01 Nov 01 for Notice to proceed for administrative phase and 01 Feb 02 for NTP for the construction phase. Indicate work schedule(s) , see C below, being used to develop progress schedule(s).

(c) Provide your proposed work schedule and an alternate work schedule (other than the normal 0715 to 1600 hour Monday thru Friday schedule) to be utilized during the Construction Phase. Offerors may propose any reasonable work schedule, to include 24/7 for consideration but should discuss the advantages of their proposed schedule. The government reserves the right to accept, reject or discuss any schedule. The accepted schedule will be incorporated into the contract award.

NOTE: The Offeror shall provide a progress schedule completed in Microsoft Office Project if awarded the contract. However, for purposes of this evaluation any similar CPM type product may be submitted for the purpose of evaluation. Contractor's who elect not to submit the proposal schedule in Microsoft Office Project shall provide an affirmative statement that if awarded the project, contract required schedules would be in Microsoft Office Project.) It shall be submitted as an attachment to Volume 3, Technical Proposal. A more detailed schedule, as well as updates, will be submitted to the government after contract award. The schedule is intended as a tool for day to day tracking of the program/project that rolls up to increasingly higher summary levels. All tasks/activities in the schedule should be logically linked together showing predecessor/successor relationships. The activities and tasks will be sufficient to account for all requirements of the project.

3. CONSTRUCTION EQUIPMENT AND PLANT: Contractor shall, as a minimum provide the following information concerning construction and technical equipment. A positive statement detailing your ability to obtain the required equipments shall also be provided.

- a. Concrete Operations: Age and type of equipment. Number and locations of projects where equipment was used. Give sustained production rates.
- b. Asphalt Operations: Age and type of equipment. Number and location of projects where equipment was used.: Give sustained production rates.
- c. Equipment to Rubbilize PCC: Describe equipment and how it relates to specification, provide list and description of at least 3 projects that have similar thickness and gradation tests results demonstrating that the required gradation can be achieved.
- d. Stabilization Equipment: Provide catalog cuts, manufacturer with model number or other description of rotary pulv mixer type of equipment that will be used to mix in place cement and lime for stabilization, in particular demonstrated that equipment can mix the specified depth in one lift.
- e. Lime Slurry Equipment: If lime slurry will be used, provide catalog cuts or other description describing the tank size, continuous mixing ability, trucks used to transport slurry.

f. Preformed Joint Seal Installation Machine: Provide catalog cuts, manufacturer with model number or other description of preferred joint sealing installation machine and evidence that it meets the joint seal manufacturer's recommendations.

4. MATERIAL AND PRODUCT COMPLIANCE SCHEDULE:

a. The intent of the Material and Product Compliance Schedule is to obtain an understanding of the materials and products to be provided for the project in a way that provides the government confidence that compliance with the plans and specifications will exist. Contractors are cautioned that a careful review of the plans and specifications is required to complete this Schedule. Throughout the plans and specifications recommended/suggested brands and/or sources are provided. Unless otherwise noted as a "sole-brand" or "sole source" offerors may propose "or-equal" products and materials. Contractors shall provide the information on materials listed in paragraph d. of this section. For all other equipment and material the requirements of this section of the technical proposal may be completed in one of two ways.

b. Contractors who intend to provide only products and materials as suggested/recommended in the plans and specifications and NOT provide "or equal" substitutions may make a positive statement to this effect on a separate page in the technical proposal labeled "Material and Product Compliance Schedule".

c. Contractors who intend to provide "or-equal" products and materials to meet the requirements of the plans and specifications shall submit a section in the technical proposal labeled "Material and Product Compliance Schedule". By specification section and paragraph list any material/product and the substitution you are proposing. Include pertinent information concerning the substitution to include, but not limited to such items as manufacturer, model number, other salient characteristics and a brief description. Do not include such things as cut sheet, spec sheets, samples etc. When you have completed listing applicable substitutions include a positive statement to the effect that all other products/materials shall be provided as specified.

NOTE: The government reserves that right to request additional information concerning product/material substitutions as clarifications to proposals. Such clarifications are not deemed to be nor intended to constitute discussions under FAR PART 15.

d. The contractor shall provide the following information concerning the specified materials and equipment.

- Lime: Provided a lime source and indicate if dry or slurry placement will be used.

- Portland Cement: Provide recent alkalinity results of Portland cement type and source to be used for project. An official submittal will be required later with the mix design if awarded the contract.

- Concrete Aggregates: Indicated the general mineralogy of concrete aggregates (e.g. dolomite, igneous, etc.) source, source county, Michigan DOT Source Index, and the most recent Michigan DOT test results for dilation and durability.
- Graded Crushed Aggregate Base Course: Indicate if the graded crushed aggregate base course will be from virgin aggregate or if the demolished concrete will be crushed and recycled for use, and if recycled crushing will be conducted on-site or off-site; recycled with on-site crushing is preferred.
- Preformed Joint Seal Size: Provided written understanding between joint seal installation subcontractor and paving subcontractor (or respective foremen if both activities conducted by the same contractor) that if the concrete construction joint irregularity prevent the joint seal reservoir to be in full compliance with the plans and specifications, that a larger reservoir and seal will be used at no additional cost to the Government.
- Electrical: Indicated whether all airfield lighting products qualify under the FAA Airport Lighting Equipment Certification Program.
- BAK-12: Indicated dimensions and manufacturer of equipment, material information on Fairlead Tube and Fairland Beam

SECTION 00120

PROPOSAL EVALUATION AND CONTRACT AWARD

GENERAL INFORMATION:

This solicitation is for a Firm Fixed Price Contract. The government intends to award a contract to the offeror deemed responsible in accordance with the Federal Acquisition Regulation (FAR), whose proposal conforms to the RFP's requirements and are judged to represent the Best Value to the Government. The Best Value is the most advantageous offer, price and other factors considered, and consistent with the Government's stated importance of evaluation criteria. This may result in award being made to a high-rated, higher-priced offeror where the Contracting Officer determines that and offeror's past/present performance of the higher-priced offeror outweighs the cost difference. To arrive at a Best Value decision, the Contracting Officer will integrate the evaluation of past performance, technical and price, with Past Performance and Technical significantly more important than price. While the Government and the Contracting Officer will strive for maximum objectivity, the evaluation process, by its nature, is subjective and therefore, professional judgment is implicit throughout the entire evaluation process.

The source selection process will be conducted in accordance with FAR Part 15.3, source selection procedures. Offers will be evaluated using the criteria listed in "Evaluation Factors for Award." Noncompliance with the RFP requirements may raise serious questions regarding an offeror's technical and/or cost performance and may be grounds to eliminate the proposal from consideration for contract award.

Offerors should note that the proposed volumes are due at different times. Any offeror that misses any of the required delivery dates will be deemed non-responsive.

Offerors must ensure that no pricing information is displayed in Volumes 2 and 3, Past Performance and Technical Proposals. However, this restriction does not preclude the offeror from describing cost comparison data or staffing levels relevant to the offeror's proposal.

Although the assessment of past performance as a specific evaluation factor is separate and distinct from the Determination of Responsibility required by FAR Part 9, past performance information obtained herein will be used during the Government's responsibility determination.

The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical approach. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

In the event oral presentations are necessary for the government to obtain a clearer understanding of an offeror's approach to the project or any other area of the proposal the following will apply. The government will inform offerors of the oral presentation and the area(s) to be discussed. A maximum of eight (8) personnel will be allowed of the offerors choosing, however, offerors are cautioned to bring personnel who are capable of discussing their approach and methodology of completing the project. The offeror will be notified of the allowed amount of time for the presentation as determined by the Contracting Officer. Presentations will normally be followed by a government question and answer period for clarification purposes.

Offerors are cautioned that all information provided, regardless of the format shall be considered as proposal information, unless specifically excepted, and used in the evaluation process. When information provided enhances or contradicts previously provided proposal information the latest information received will take precedence, regardless of format in which the information was received.

ENFORCEABILITY OF PROPOSAL. The proposal must set forth full, accurate and complete information as required by this solicitation. The Government will rely on such information in the award of a contract. By submission of the offer, the Offeror agrees that all items proposed (if applicable e.g., key personnel, subcontractors, plan, etc.) will be utilized for the duration of the contract and any substitutions will require prior Contracting Officer's approval .

The Government reserves the right to reject any or all offers if such action is in the Government's best interest.

EVALUATION FACTORS FOR AWARD:

1. General: Evaluation factors of past performance and technical considerations, when combined, are significantly more important than cost or price. The evaluation process is as follows:



A. The Government will evaluate an offeror's Present/Past Performance using the following descriptive adjectives: Excellent, Very Good, Satisfactory, Neutral, Marginal and Unsatisfactory. A complete description utilizing the above ratings follows in this section.

B. The Government will evaluate an offeror's technical proposal using the following descriptive adjectives: Excellent, Good, Satisfactory, Susceptible to being made Acceptable and Unsatisfactory. A complete description utilizing the above ratings follows in this section.

C. The Government will evaluate price based on the reasonableness, realism and completeness of the offer. A complete description of these rating follows in this section.

2. Past/Present Performance Evaluation:

A. Based on evaluation results, the Government will assign a performance rating for each proposal. The evaluation may consider an offeror's business practices, customer relationship, ability to successfully perform as proposed and other considerations as described in paragraph (e) Past/Present Performance Sub-factors. Based on the evaluation results, the government will assign one of five confidence ratings as defined below. An offeror with no past performance may receive a rating based on the evaluation of its predecessor companies, key personnel, and/or subcontractors. If such information is not applicable (i.e., the offeror does not have a predecessor company, key personnel or subcontractors with relevant experience), the offeror will be evaluated as "neutral".

B. In assessing performance confidence, the evaluator may: (1) evaluate present and past performance information through the use of questionnaires completed by the offeror's references; (2) use data independently obtained from other sources; (3) rely upon personal business experience with the offeror; and (4) consider any information the offeror submits which explains any problems encountered on the identified contractor and the offeror's corrective actions.

C. The evaluation may take into account present/past performance information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to this acquisition. The evaluation will also consider information provided relative to corrective actions taken to resolve problems on past or existing, contracts.

D. In accordance with FAR 15.106(a)(2), if award will be made without conducting discussions, offerors may be given the opportunity to clarify certain aspects of their proposals (e.g., the relevance of an offeror's past performance information and adverse past performance information to which the offeror has not previously had an opportunity to respond or to resolve minor clerical errors.

E. Past/Present Performance Sub-factors. There are six (6) sub-factors, with Quality Control, Timely Performance and Management Effectiveness as the most significant factors. Other sub factors are listed in descending order of importance. The elements under each sub-factor describe areas, which may be evaluated. All elements under each sub-factor are of equal importance. Rating will be in the following order:

(1) Quality Control (QC)



Quality of Workmanship
Adequacy of Materials
Adequacy of Submittals
Adequacy of "As-Builts"
Use of specified materials
Identification/correction of deficient work in a timely manner

(2) Timely Performance

Provided submittals in a timely manner
Submittals accurately matched contract requirement
Met established progress schedule
Submission of updated and revised progress schedules
Resolution of delays
Completion of punch-list items
Timely submission of close out documents. I.e., "as built", "red lines".

(3) Management Effectiveness

General Business Practices

- (a) Contractor provided experienced managers, and supervisors with the technical and administrative abilities needed to meet contract requirements.
- (b) Hired experienced subcontractors/Paid subcontractors/suppliers in a timely manner
- (c) Completed all contract work prior to requesting final inspection. Left no major discrepancies.
- (d) Contractor provided timely and satisfactory response to warranty issues after project completion. The contractor cooperated to resolve problems, attending meetings (as applicable) and maintained communication to assure satisfactory resolution.

Pricing

- (a) The contractor submits proposals that accurately represent the work required
- (b) The contractor's supporting price/cost information for modifications are accurate, complete and reasonable (not over inflated or under estimated)

(4) Compliance with Safety Standards

- (a) Adequacy of safety plan
- (b) Implementation of safety plan
- (c) Compliance with Drug Free Work Place requirements

(5) Compliance with Labor Standards

- (a) Submitted payrolls in a timely manner
- (b) Payrolls were complete and correct
- (c) Compliance with labor laws and regulations with specific attention to Davis-Bacon Act

(6) Compliance with Small Business Concerns Requirements



- (a) Compliance with Utilization of Small Business Concerns (Oct 1999) clause requirements (applicable to all offerors)
- (b) Compliance with Small Business Subcontracting Plan requirements (FAR 52.219-9) (Applicable to large businesses offerors only)

F. Other Present/Past Performance Considerations: The Government may also consider the following issues in evaluating an offeror's past/present performance. These issues may help differentiate between two or more otherwise equal offerors or provide additional guidance in deciding a descriptive performance confidence assessment (e.g., "Excellent" or "Very Good") for a specific offeror if there is a question as to which adjective is most appropriate.

- (1) Effectiveness of value engineering change proposals (impact on reducing cost or schedule, increasing efficiency or improving quality);
- (2) Professional/Industry Awards
- (3) Letters of appreciation, recognition or commendation, etc., received on behalf of a customer may be submitted. The Government will consider up to five (5) such documents.
- (4) Unique skills and accomplishments;
- (5) Assessment of liquidated damages (frequency, circumstances, severity of problem, etc.)
- (6) Contractor Desirability: Based on the contractor's overall performance, how willingly would a customer re-hire the contractor?

G. Currency, Relevancy, and Trends: The Government will consider the currency, relevancy and trends of the performance information while conducting its performance evaluation. For the purpose of this solicitation, currency is performance occurring within the last three (3) years for the period beginning (date) through the solicitation release date. Within this period, performance occurring later in the period may have greater significance than work occurring earlier in the period. For example, performance information for work occurring during (date) may have greater importance than performance information for work occurring during (date). In assessing relevancy, the Government may evaluate an offeror's references for similarity of the construction methods provided and scope of contract. Relevancy will be evaluated based on successful performance in the construction.

H. The Government reserves the rights to obtain and evaluate past/present performance information from any source it deems appropriate.

I. The following adjectives and related definitions will be used to define the proposal merit as well as the confidence level (level of risk) the evaluator has in the evaluation of Past Performance .

- (1) Offerors assigned the same performance adjective (e.g., "Excellent") for each sub-factor will receive the same performance adjective at the Factor level (i.e., the "overall" performance rating inclusive of all sub-factors). Offerors receiving different performance adjectives at the sub-factor level will be assigned an overall performance rating based on the subjective judgment of the government evaluators. However, an offeror receiving at least one "Unsatisfactory" sub-factor rating may receive an "overall" rating of "Unsatisfactory".

Excellent	Performance met all contract requirements and exceeded many to the Government's benefit. Problems, if any, were negligible and were resolved in a timely and highly effective manner. Offers one or more significant advantages not offset by disadvantages. Very good probability of success with overall low degree of risk in meeting Government's requirements.
Very Good	Performance met all requirements and exceeded some to the Government's benefit. High quality in most respects. There were a few minor problems that the contractor resolved in a timely effective manner. Good probability of success with overall low to moderate degree of risk in meeting the government's requirements.
Satisfactory	Performance met contract requirements. Adequate quality. Minor problems were identified however; contractor took satisfactory corrective action to resolve where appropriate. Fair probability of success with overall moderate to somewhat high degree of risk in meeting the government's requirements.
Neutral	No record of past performance or the record is not included.
Marginal	Performance did not meet some contractual requirements. There were problems, some of a serious nature. Marginally effective corrective action was sometimes noted. Probability of success is questionable with a moderately high, to a high degree of risk in meeting the government's requirements.
Unsatisfactory	Performance did not meet some contractual requirements. There were problems, some of a serious nature. Contractor's corrective action was sometimes marginally effective to ineffective. Probability of success is questionable with an unacceptably high degree of risk in meeting the government's requirements.

3. Technical Evaluation:

Based on evaluation results, the Government will assign a technical rating for each proposal. The evaluation will consider an offeror's project management, progress schedule, construction equipment and plant and material and product compliance with the specifications. Based on the evaluation results, the government will assign one of five (5) confidence ratings as defined below. An offeror who fails to provide information in any of the four specified areas may be deemed non-responsive and ineligible for further consideration and award.

A. PROJECT MANAGEMENT: The technical proposal must include necessary information to enable evaluators to form a concrete conclusion of the offeror's ability to perform complete project management of required construction. Project management includes the full spectrum of activities such as estimating, proposal preparation, subcontract purchasing and management, work planning, construction superintendent duties, quality controls and safety. All areas listed below have equal weight

1. Project Execution and Technical Capability Overview

- a. Evaluators will determine if the contractor has experienced managers, supervisors, and administrative support personnel with the technical and administrative abilities needed to meet contract requirements. Are commitment letters/offers for key personnel provided.

b. Evaluators will determine if the offeror's subcontracting support capability overview demonstrates an adequate and on-going relationship with experienced quality subcontractors.

c. Project Execution and Technical Capability Overview

- Contractor demonstrates the ability to meet administrative requirements set forth in Section 00800 and the Plans and Specifications.

- Contractor has adequate in-house (own force) personnel to meet 20% subcontracting limitation requirements.

d. Electrical Operations, Vault Building and BAK-12 Arresting System: Offeror provided adequate information, e.g. names and experience of foreman and previous installation experience on same and /or similar equipment to demonstrate experience in these areas.

e. Quality Control (QC) Plan

- Adequacy of the Contractor Quality Control Plan IAW Section 00800

- Description of the Concrete and Asphalt quality control processes to assure Contractor understands required compliance.

- Testing Laboratory: Adequacy of information to demonstrate an understanding of the requirements.

1. Indicated if the laboratory will be on site, off-site or both; if both will be used, indicated which tests will be conducted at which laboratory. Information provided is complete and adequate to meet specification requirements.

2. Provided a list of equipment the laboratory will contain and a description of temperature and humidity controls that will be necessary for the appropriate types of testing, e.g. temperature and circulation of water baths for concrete curing. List is complete and adequate.

f. Safety Plan

Adequacy of the Contractor Safety Program

Quality of proposed safety training and documentation

B. PROGRESS SCHEDULE: The purpose of the Progress Schedule evaluation is to ascertain whether the offeror can demonstrate a functionally integrated understanding of the project. Clear tracks between the technical, schedule, management, etc., shall be presented in a way that provides the government confidence that the program is structured to be executable for the resources indicated.

1. Format is Microsoft Office Project or an affirmative statement that if awarded the contract progress schedule will be provided in Microsoft Office Project.
2. Detailed task and timing of the work effort.
3. Realism of project events and proposed work schedule, accomplishment, and criteria and the expected dates of each.
4. Each major task directly traceable to the requirements of the project.

C. CONSTRUCTION EQUIPMENT AND PLANT: The purpose of the Construction Equipment and Plant evaluation is to determine if the Contractor has the necessary construction and technical equipment or the ability to obtain them. . Evaluation of this area will provide the government with a confidence factor as to the offeror's understanding of operations and listed equipment requirements. To make this determination the government will evaluate the following areas and the information provided as required in Section 00110.

1. Concrete Operations
2. Asphalt Operations
3. Equipment to Rubbilize PCC
4. Stabilization Equipment
5. Lime Slurry Equipment
6. Preformed Joint Seal Installation Machinery

D. MATERIAL AND PRODUCT COMPLIANCE SCHEDULE: The purpose of the Material and Product Compliance Schedule evaluation is to ascertain that the materials and products to be provided for the project will be in compliance with the plans and specifications. Evaluation of this area will also provide the government with a confidence factor as to the offerors ability to compliance with the contract requirements.

1. The offeror provided information on the following materials and equipment, as outlined in Section 00110 of the RFP, which allows the evaluators to determine that the requirements of the plans and specifications will be met.: Lime; Portland cement; concrete aggregates; graded crushed aggregate base course, preformed joint seal; electrical and BAK-12.
2. Contractor provided information regarding: any "or-equal" products and materials that will be evaluated for acceptability by evaluators.
3. The required statement(s) of intent was/were provided as described in Section 00110 of the RFP.

Offerors assigned the same performance adjective (e.g., "Excellent") for each sub-factor will receive the same performance adjective at the Factor level (i.e., the "overall" technical rating inclusive of all sub-factors). Offerors receiving different performance adjectives at the sub-factor level will be assigned an overall technical rating based on the subjective judgment of the government evaluators. However, an offeror receiving at least one "Unsatisfactory" sub-factor rating may receive an "overall" rating of "Unsatisfactory". The following will be used in the evaluation of Technical Proposals:

Excellent	Proposal meets all solicitation requirements and demonstrates an excellent understanding of the requirements. Excellent in all respects. Advantages not offset by disadvantages. Very good probability of success with overall low degree of risk in meeting government requirements.
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Good	Proposal meets solicitation requirements and demonstrates a complete understanding of the requirements. One or more advantages not offset by disadvantages. Where there were areas of concern, clarifications given by contractor were acceptable. Good probability of success with overall low to moderate degree of risk in meeting the government requirements.
Satisfactory	Proposal meets solicitation requirements and demonstrates an adequate understanding of the requirements. Advantages were offset by disadvantages. Where there were areas of concern, clarifications given by contractor were acceptable. Fair probability of success with overall moderate to high degree of risk in meeting the government's requirements.
Susceptible to being made acceptable	Overall quality cannot be determined because of errors, omissions or deficiencies that are capable of being corrected without a major rewrite or revision of proposal.
Unsatisfactory	Proposal demonstrates little to no understanding of the requirements; or approach fails to adequately meet acceptable performance expectations; there is an unacceptably high degree of risk in meeting the government's requirements. Proposal contains major errors, omissions or deficiencies and these conditions cannot be corrected without a major rewrite or resubmission.

4. Price Evaluation:

A. The purpose of the price/cost evaluation is to determine whether an offeror's proposed prices/costs for the project are realistic and complete in relation to the solicitation requirements, and to provide an assessment of the reasonableness of the proposed price/cost.

B. The Government evaluation team will conduct a price/cost evaluation of each offeror's proposal to determine whether or not each proposal complies with the stated criteria: "Reasonableness", Realism and Completeness". Those proposals evaluated as not satisfying all of the price/cost criteria may be eliminated from the competitive range unless the Contracting Officer determines:

C. A minor clerical error has occurred, then the offeror may be given an opportunity to correct the minor error within the constraints of the "clarifications" process or the Contracting Officer determines discussions are required.

D. **Reasonableness** of an offeror's proposal is evaluated through cost or price analysis techniques as described in FAR Subpart 15.305(a)(1) and (4). For cost (Price) to be reasonable, it must represent a cost (Price) that provides best value to the Government when consideration is given to prices in the market, technical and functional capabilities of the offeror and risk.

E. **Realism** is evaluated by assessing the compatibility of proposed costs with proposal scope and effort. For cost (Price) to be realistic, it must reflect what it would cost the offeror to perform the effort if the offeror operates with reasonable economy and efficiency. Proposals unrealistically high or low in price, when compared to the government estimate may be indicative of an inherent lack of understanding of the solicitation requirements and may result in proposal rejection without

discussion. Any inconsistency, whether real or apparent, between proposed performance and price must be clearly explained in the price proposal. For example, if unique and innovative approaches are the basis for an unbalanced/inconsistently priced proposal, the nature of these approaches and their impact on price must be completely documented. Specification Division costs/prices will also be used to evaluate realism. The burden of proof of price realism rests solely with the offeror.

F. **Completeness** will be an evaluation factor if additional cost/price data is required to clarify price proposals. Completeness will be evaluated by assessing the level of detail the offeror provides in cost/price data for all requirements in the specifications and assessing the tractability of estimates.

G. The following table will be used in the evaluation of the pricing proposal:

REASONABLE	REALISTIC	COMPLETENESS
Least confidence- High Risk Somewhat confident – moderate risk	Least confidence- High Risk Somewhat confident – moderate risk	Least confidence- High Risk Somewhat confident – moderate risk
Most confidence- low risk	Most confidence – low risk	Most confidence

H. **Subcontracting Plan:** The plan will be evaluated by the Contracting Member only. (Applicable to large businesses only.) In accordance with FAR 19.7 -- Subcontracting, with Small Business, Small Disadvantaged Business and Women-Owned Small Business Concerns, subcontracting plans shall be evaluated for acceptability by the contracting team using the criteria set forth in AFAR Appendix CC-Subcontracting Plan Evaluation Guide.

<http://acqnet.sarda.army.mil/library/afar/afartoc.htm> Subcontracting goals shall be consistent with NGB Goals unless well justified. To be acceptable plans must adequately address the required statutory elements. In addition the plan must provide sufficient information to enable the Contracting Officer to answer affirmatively questions A through H of the AFAR Appendix CC. Any plan that is rated 70 percent or less will be carefully considered for acceptability. If discussions with offerors are necessary, those areas which are deficient will be reviewed with the offeror with the goal of correcting deficiencies. Due to the requirements for review of the successful offeror's subcontracting plan by other agencies, the Government reserves the right to negotiate the final plan with the successful offeror. Failure to submit or agree to negotiate changes to the subcontracting plan shall make the offeror ineligible for award of a contract. Small Businesses are not required to submit a plan.

EXHIBIT TAB A-14 MINUTES OF PRE-PROPOSAL CONFERENCE

MEMORANDUM FOR RECORD

SUBJECT: MINUTES OF PRE-PROPOSAL CONFERENCE AND SITE VISIT, SOLICITATION DAHAxxxx-x-xxxx, UPGRADE RUNWAY 01-19 AND ELECTRICAL VAULT

1. The following individuals attended the subject meeting:

Name	Company	Phone No.
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2. The following items were discussed during the Pre-proposal Conference:

- a. The Contract period is (Date) through (Date) for the Construction phase.
- b. The Administrative period is (Date) through (Date) for the Administrative phase. A Notice to Proceed will be issued for each phase.
- c. The Contract will be awarded to the Contractor who has submitted all the required information in the Request for Proposal (RFP) and is selected by the Source Selection Board.
- d. The required documents include:
 1. Volume 1 = Solicitation documents including the Standard Form1442, Section 00010 pricing information, Section 00600 Representation and Certifications. Also a Subcontracting Plan is required for Large Businesses only. Volume 1 is DUE: (Date and Time).
 2. Volume 2 = Past Performance Information DUE: (Date and Time).
 3. Volume 3 = Technical Information DUE: (Date and Time)
- e. The proposals will be evaluated according to the details specified in Section 00120 of the solicitation
- f. Past Performance and Technical when combined are significantly more important than Price.
- g. Failure to furnish a complete proposal may result in elimination from consideration
- h. Award will be based on Best Value, i.e. the award is based on the greatest overall benefit in response to the requirement. It will be based on Price and other related factors.

3. Questions must be submitted in writing via email, especially technical questions to: (email address of Contract Administrator). DO NOT CONTACT the Design Engineers or the Government Engineers. All questions must be routed through the Contracting Office. All Contractor questions when answered will be posted to the website at (Insert Contracting Office web page address) under Solicitation. If a question arises that will result in a change to the plans or specifications, an official amendment will be issued on the web.

4. A bus with the attendees was driven out to various sites including: runway, taxiways, BAK-12s, control tower for the new electrical vault, staging areas for the batch plant, and fence installation locations.

5. The runway will be closed from (Date) through (Date), a taxiway will be used as a runway for a limited amount of aircraft. Most of the aircraft will be relocated off the Base during this period, resulting in the high-liquidated damages amount.
6. The water table is approximately three feet and varies. The runway is about 50 years old.
7. The existing Electrical Vault will be abandoned and will be replaced with a new vault and new equipment.
8. The South Gate will be available for deliveries, however the Contractor must provide security when the gate is open. Otherwise the gate will remain locked.
9. A question regarding fuel for the generator was brought up. This question will be answered and posted on the web.
10. The closest water connection is located at the South end of the Base, at the Building 590. The water is available and will not be metered.
11. Any amendments that are issued will be posted to the web site. All registered contractors will receive an email notifying them that an amendment was issued, but Contractors were advised to check the website frequently.
12. The prep-proposal conference and site visit concluded at 1020 hours.

Contract Specialist

EXHIBIT A-7 DETERMINATION OF LIQUIDATED DAMAGES-SIMPLE



DETERMINATION AND FINDINGS

Determination of Liquidated Damages

The (Contracting Office and Location) proposes to include FAR Clause 52.211-12 “Liquidated Damages – Construction” in the Contract for Solicitation DAHA20-01-R00XX in the Contract for Project VGLZXXX “Construct Building”.

FINDINGS

1. In accordance with FAR 36.206, Liquidated Damages will be assessed for each calendar day past the completion date required to complete the construction work on this project.
2. Liquidated Damages in the amount of \$XXXX will be assessed daily on the Contractor for not completing the project within the specified amount of time. There is also a one-time charge of \$153.00 for legal services that will apply.
3. The Government rates were determined by averaging the rates for each type of personnel (Engineers, Inspectors, Contracting Personnel, etc.), then applying an overhead rate of 164.9% [from the DFAS- DER 177-02, paragraph 27-7a(4), page 195], which is for services provided by the Air Force for a non-Federal Agency.

Contracting Officer	$\$27.89 \times 157.2\%$	$= \$43.84 \times 8 = \351 (per day)
Contract Administrator	$\$24.41 \times 157.2\%$	$= \$38.37 \times 8 = \307 (per day)
Engineer	$\$26.86 \times 157.2\%$	$= \$42.23 \times 8 = \338 (per day)
Inspector (SANGB)	$\$24.20 \times 157.2\%$	$= \$38.04 \times 8 = \304 (per day)
Inspector (2 – AE)	\$170	$= \$170 \times 8 = \1360 (per day)

TOTAL COSTS: \$2,660

DETERMINATION

Pursuant to FAR 36.206 and the findings from above, I hereby determine that including Contract Clause FAR 52.211-12, “Liquidated Damages – Construction” in this project would be in the best interests of the Government.

Date

MARY SMITH
Contracting Officer

EXHIBIT A-7 LIQUIDATED DAMAGES DETERMINATION-COMPLEX

DETERMINATION AND FINDINGS Determination of Liquidated Damages

The Operational Contracting Division, Selfridge, ANGB MI proposes to include FAR Clause 52.211-12 “Liquidated Damages – Construction” in the Contract for Solicitation DAHA20-01-R00xx in the Contract for Project VGLZ xxx, “Upgrade Runway”.

FINDINGS

1. In accordance with FAR 36.206, Liquidated Damages will be assessed for each calendar day past the completion date required to complete the construction work on this project.
2. Liquidated Damages in the amount of \$14,766 will be assessed daily on the Contractor for not completing the project within the specified amount of time. There is also a one-time charge of \$153.00 for legal services that will apply.
3. The Government rates were determined by averaging the rates for each type of personnel (Engineers, Inspectors, Contracting Personnel, etc.), then applying an overhead rate of 164.9% [from the DFAS- DER 177-02, paragraph 27-7a(4), page 195], which is for services provided by the Air Force for a non-Federal Agency. Also, due to the runway closure from February 03 through October 03, several units will be relocated to Traverse City, Michigan. The cost for each additional day of per diem and other costs have been included in the daily rate (back up data is attached)..

Contracting Officer	\$27.89 x 157.2%	= \$43.84 x 8 = \$351 (per day)
Contract Administrator	\$24.41 x 157.2%	= \$38.37 x 8 = \$307 (per day)
Engineer	\$26.86 x 157.2%	= \$42.23 x 8 = \$338 (per day)
Inspector (SANGB)	\$24.20 x 157.2%	= \$38.04 x 8 = \$304 (per day)
Inspector (2 – AE)	\$170	= \$170 x 8 = \$1360 (per day)
927 th ARW	Per Day Costs	= \$2667
Air Traffic Controllers	Per Day Costs	= \$322
127 th Base Ops	Per Day Costs	= \$259
C130s (Ops)	Per Day Costs	= \$166
Civil Engineering	Per Day Costs	= \$190
Security	Per Day Costs	= \$2971
127 th Ops (F16s)	Per Day Costs	= \$973
Fire Department	Per Day Costs	= \$1900
Logistics	Per Day Costs	= \$2658

TOTAL COSTS: \$14,766 per day

DETERMINATION



Pursuant to FAR 36.206 and the findings from above, I hereby determine that including Contract Clause FAR 52.211-12, “Liquidated Damages – Construction” in this project would be in the best interests of the Government.

Date

MARY SMITH
Contracting Officer



EXHIBIT A-8 SOURCE SELECTION PLAN-COVER LETTER

SOURCE SELECTION PLAN (Date) REQUEST FOR PROPOSAL DAHA20-01-R- TITLE VGLZ

(Contracting Office and Location), AIR NATIONAL GUARD

1. This plan describes the Source Selection Procedures that will be used to conduct a Competitive Negotiated Acquisition to _____ at (Location)

A. **Description of Work**, note items 2,3, and 4 will be optional line items. The options may be awarded with the basic contract performance period.

1. Base Items:

2. Option Items:

B. **Source Selection Authority (SSA):** (Name, Title, Location)

Responsibilities:

1. Establish a Source Selection Evaluation Board (SSEB).
2. Approve the Source Selection Plan.
3. Ensures consistency among the solicitation requirements, notices to offerors, proposal preparation instructions, evaluation factors and sub-factors, solicitation provision and data requirements.
4. Ensure the proposals are evaluated according to the factors and sub-factors contained in the solicitation.
5. Consider the recommendations of advisory boards or panels.
6. Select the source whose proposal is the best value to the government

C. **Source Selection Evaluation Team:**

VOTING MEMBERS

List names and positions

NON-VOTING MEMBERS

List names, position and firm name if AE

1. Responsibilities: The SSEB will conduct evaluations based on Past Performance, Technical, and Price. The Voting Members will evaluate the proposals in accordance with the Source Selection Evaluation methods described below. The Non-Voting Members will provide technical assistance to the SSEB Voting members. With the exception of any required Small Business Subcontracting Plans, price proposals will not be reviewed or scored until after the evaluations of the Past Performance and Technical proposals are complete. Responsibilities include:

- a. Evaluators must be present for all board evaluation meetings.
- b. Evaluations will be independently scored prior to group scoring.
- c. Evaluators will be required to sign a non-disclosure statement.
- d. Evaluators will safeguard all information presented.

D. Planned presolicitation activities include the issuance of a presolicitation notice on (Date), synopsis on (Date) and a pre-proposal conference on (Date).

E. The acquisition strategy is to issue a request for proposal solicitation (Date). The Source Selection evaluation plan is attached.

F. A single award, Firm Fixed Price Contract is contemplated. A copy of the Advance Contracting Plan outlining the milestones for this acquisition through award is attached.

G. Evaluation Methodology will be based on three factors: Past Performance, Technical and Cost/Price.

1. Each “member” evaluator shall establish a rating for each sub-factor and element (if applicable). Evaluation ratings shall be supported with narrative statement for each Past Performance and Technical proposal received. Establish overall team rating for evaluation factor and sub factors by evaluator consensus and not by vote. When divergent evaluations exist, and none of the evaluators have misinterpreted or misunderstood any aspects of the proposals, provide the SSA with written majority and minority opinions.

2. Technical is approximately equal to Past Performance. Past Performance and Technical when combined are approximately equal to price. The standards are detailed on the attachment, “Source Selection Plan Standards”, which will be used to evaluate each proposal. Proposal evaluations shall be accomplished for each offeror using the attached “Offeror Evaluation” format.

H. Source Selection Milestones:

Receipt of Proposals:

Source Selection Evaluation of Proposals:

Award:

2. This Plan with its attachments is hereby approved.

MARY SMITH

Source Selection Authority
Contracting Officer

ATCH:

1. Source Selection Evaluation Plan Standards
2. Advance Contracting Plan

EXHIBIT A-8 SOURCE SELECTION EVALUATION PLAN

Evaluators will use this plan and the “Offeror Evaluation” to evaluate Proposals received in response to RFP DAHA20-01-R00XX

1. General Instructions: Evaluation of proposals will be based on the following areas:

Past Performance	All Voting Members
Technical	All Voting Members
Cost/Price	All Voting Members after Completion of Past Performance and Technical
Subcontracting Plan	Evaluation will be conducted by the Contracting Voting Member.

A. Each “member” evaluator shall establish a rating for each sub-factor and then an individual overall rating for each past performance and technical proposal received, as applicable. Establish overall team ratings by evaluator consensus and not by vote. When divergent evaluations exist, and none of the evaluators have misinterpreted or misunderstood any aspects of the proposals, provide the SSA with written majority and minority opinions.

B. Past performance and Technical when combined are approximately equal to price. Technical is approximately equal to Past Performance. The standards detailed in the, “Source Selection Plan Standards”, and reiterated below will be used to evaluate each proposal. Proposal evaluations shall be accomplished for each offeror using the attached “Offeror Evaluation” format.

2. Past Performance

A. The Past Performance proposal is limited to 30 pages. Pages in excess of this number will not be evaluated. Evaluators will assign a performance rating for each proposal. The evaluation will consider an offeror's business practices, customer relationship, ability to successfully perform as proposed and other considerations as described in Past Performance Sub-factors, elements and other considerations. Based on the evaluation results, the evaluator will assign one of six confidence ratings as defined below. An offeror with no Past performance may receive a rating based on the evaluation of its predecessor companies, key personnel, and/or subcontractors. If such information is not applicable (i.e., the offeror does not have a predecessor company, key personnel or subcontractors with relevant experience), the offeror shall be evaluated as "neutral". The Technical Section is approximately equal to the Past Performance Section. When combined Past Performance and Technical are approximately equal to Price. Each of the six sub-factors are listed are listed below. .

B. Past Performance Sub-factors. There are (6) sub-factors, with Quality Control and Timely Performance as the most significant factors. Other sub factors are listed in descending order of importance. Rating will be in the following order:

- (1)Quality Control
- (2)Timely Performance
- (3)Management Effectiveness
- (4) Compliance with Safety Standards
- (5) Compliance with Labor Standards,

(6) Compliance with small business concerns requirements (*NOTE: Required in Past Performance reviews per DFARS 15.305*)

C. In evaluating the sub factors the elements under each sub-factor describe areas should be evaluated. All elements listed under each sub-factor are of equal importance:

(1) Quality Control (QC)

- Quality of Workmanship
- Adequacy of materials
- Adequacy of Submittals
- Use of specified materials
- Identification/correction of deficient work in a timely manner

(2) Timely Performance

- Provided submittals in a timely manner
- Submittals are well researched and clearly identified the proposed item
- Met established progress schedule
- Resolution of delays
- Completion of punch-list items
- Timely submission of close out documents. i.e., “as built”, “red lines”.

(3) Management Effectiveness

- General Business Practices
 1. Contractor provided experienced managers, and supervisors with the technical and administrative abilities needed to meet contract requirements.
 2. Hired experienced subcontractors/Paid subcontractors/suppliers in a timely manner
 3. Completed all contract work prior to requesting final inspection. Left no major discrepancies.
 4. Contractor provided timely and satisfactory response to warranty issues after project completion. The contractor cooperated to resolve problems, attending meetings (as applicable) and maintained communication to assure satisfactory resolution.
- Pricing History
 1. The contractor submits proposals that accurately represent the work required
 2. The contractor's supporting price/cost information for modifications are accurate, complete and reasonable (not over inflated or under estimated)

(4) Compliance with Safety Standards

- Adequacy of safety history
- Implementation of safety plans
- Compliance with Drug Free Work Place requirements

(5). Compliance with Labor Standards

- Submitted payrolls in a timely manner
- Payrolls were complete and correct
- Compliance with labor laws and regulations with specific attention to Davis-Bacon Act

(6) Compliance with Small Business Concerns Requirements

- Adequate Utilization of Small Business Concerns (Oct 2000) clause requirements (applicable to all offerors)
- Provide data and information as required to demonstrate adequate compliance with Small Business Subcontracting Plan (Oct 2000) requirements (FAR 252.219-9) (Applicable to large businesses offerors only, i.e. were the goals achieved ?)

D. Other Past Performance Considerations: Evaluators may also consider the following issues when evaluating an offeror's Past Performance. These issues may help differentiate between two or more otherwise equal offerors or provide additional guidance in deciding a descriptive performance confidence assessment (e.g., "Excellent" or "Very Good") for a specific offeror if there is a question as to which adjective is most appropriate.

E. Currency, Relevancy, and Trends: Evaluators will consider the currency, relevancy and trends of the performance information while conducting its performance evaluation. Currency is performance occurring within the last three (3) years for the period beginning ____ through the solicitation release date. Within this period, performance occurring later in the period may have greater significance than work occurring earlier in the period. For example, performance information for work occurring during ____ may have greater importance than performance information for work occurring _____. In assessing relevancy, evaluate an offeror's references for similarity of the construction methods provided and scope of contract. Relevancy will be evaluated based on successful performance in the construction.

F. Offerors assigned the same performance adjective (e.g., "Excellent") for each sub-factor will receive the same performance adjective at the Factor level (i.e., the "overall" performance rating inclusive of all sub-factors). Offerors receiving different performance adjectives at the sub-factor level will be assigned an overall performance rating based on the subjective judgment of the government evaluators. However, an offeror receiving at least one "Unsatisfactory" sub-factor rating may receive an "overall" rating of "Unsatisfactory". Establish overall team scores by evaluator consensus and not by vote.

(1) The following adjectives and related definitions will be used to define the proposal merit as well as the confidence level (level of risk) the evaluator has in the evaluation of Past Performance.

Excellent	Performance met all contract requirements and exceeded many to the Government's benefit. Problems, if any, were negligible and were resolved in a timely and highly effective manner. Offers one or more significant advantages not offset by disadvantages. Very good probability of success with overall low degree of risk in meeting Government's requirements.
Very Good	Performance met all requirements and exceeded some to the Government's benefit. High quality in most respects. There were a few minor problems that the contractor resolved in a timely effective manner. Good probability of success with overall low to moderate degree of risk in meeting the government's requirements.
Satisfactory	Performance met contract requirements. Adequate quality. Minor problems were identified however; contractor took satisfactory corrective action to resolve where appropriate. Fair probability of success with overall moderate to somewhat high degree of risk in meeting the government's requirements.



Neutral	No record of past performance or the record is not included.
Marginal	Performance did not meet some contractual requirements. There were problems, some of a serious nature. Marginally effective corrective action was sometimes noted. Probability of success is questionable with a moderately high, to a high degree of risk in meeting the government's requirements.
Unsatisfactory	Performance did not meet some contractual requirements. There were problems, some of a serious nature. Contractor's corrective action was sometimes marginally effective to ineffective. Probability of success is questionable with an unacceptably high degree of risk in meeting the government's requirements.

2. TECHNICAL: *(OPTIONAL – Use these areas as needed or define your own critical requirements)*

A. The technical proposal is limited to 50 pages. Pages in excess of this number will not be evaluated. Evaluators will assign a performance rating for each proposal. The evaluation will consider an offeror's proposal in the four sub-factors; Project Management, Progress Schedule, Construction Equipment and Plant, and Material and Product Compliance Schedule, using the elements described under each sub-factor. Based on the evaluation results, the evaluator will assign one of five (5) confidence ratings as defined below. An offeror who fails to provide information in any of the three specified areas may be deemed non-responsive and ineligible for further consideration and award. The Technical section is approximately equal to Past Performance. When combined Past Performance and Technical are approximately equal important to Price. Importance for each of the four sub-factors is equal.

1. PROJECT MANAGEMENT: Evaluators shall score proposals based on their assessment of the offeror's ability to perform complete project management of required construction. Project management includes the full spectrum of activities such as, estimating, proposal preparation, subcontract purchasing and management, work planning, construction superintendent duties, quality controls and safety. All elements listed below have equal weight.

A. Evaluators will determine if the contractor has experienced managers, supervisors, and administrative support personnel with the technical and administrative abilities needed to meet contract requirements.

B. Evaluators will determine if the offeror's subcontracting support capability overview demonstrates an adequate and on-going relationship with experienced quality subcontractors.

C. Contractor demonstrates the ability to meet administrative requirements set forth in Section 00800 and the Plans and Specifications.

D. Contractor has adequate in-house (own force) personnel to meet 20% subcontracting limitation requirements.

E. Quality Control (QC) Plan

- Adequacy of the Contractor Quality Control Plan IAW Section 00800



- Description of _____ (materials & products) to assure Contractor understands required compliance.

- Testing Laboratory: Adequacy of information to demonstrate an understanding of the requirements.

1. Indicated if the laboratory will be on site, off-site or both; if both will be used, indicated which tests will be conducted at which laboratory. Information provided is complete and adequate to meet specification requirements.

2. Provided a list of equipment the laboratory will contain and a description of temperature and humidity controls that will be necessary for the appropriate types of testing, e.g. temperature and circulation of water baths for concrete curing. List is complete and adequate.

F. Safety Plan

1. Demonstrated familiarity with, and adherence to, OSHA standards, USACOE EM 385-1-1 (Safety Manual) and standard MIOSHA safety requirements. Supported this with the offeror's last three years safety record and OSHA rates (recordable incident rate and lost-time rate). Described the steps that promoted safety during the construction of projects within the last 3 years. Included similar data for electrical, and other major subcontractors being proposed. Contractors (at any tier) having an EMR greater than 1.2 (20% insurance premium) and/or an incident rate higher than 5.0 (5 lost time accidents per 200,000 hours worked), shall explain how they intend to maintain an accident free worksite.

2. PROGRESS SCHEDULE: Evaluators are to ascertain whether the offeror has demonstrated a functionally integrated understanding of project proposal. Evaluators should assess their level of confidence that the program is structured to be executable for the resources indicated.

- a. Format is Microsoft Project. (Offerors may propose in another format for evaluation purposes, however the Contractor must indicate that if awarded the contract, it will be use specified format)
- b. Detailed task and timing of the work effort.
- c. Realism of project events, proposed work schedule, accomplishment, and criteria and the expected dates of each.
- d. Each major task directly traceable to the requirements of the project.

3. CONSTRUCTION EQUIPMENT AND PLANT: Evaluators will determine if the Contractor has the necessary construction and technical equipment or the ability to obtain them.

LIST EQUIPMENT THAT WILL BE NEEDED – PROJECT SPECIFIC

4. MATERIAL AND PRODUCT COMPLIANCE SCHEDULE: Evaluators are to ascertain that the materials and products being offered for the project will be in compliance with the plans and



specifications. Evaluators shall also assess their level of confidence factor as to the offeror's understanding of the product/material requirements.

- a. Contractor has provided "or-equal" products and materials that meet the requirements of the plans and specifications.

PROVIDE LIST OF PRODUCTS THAT ARE CRITICAL TO THE PROJECT

B. Offerors assigned the same performance adjective (e.g., "Excellent") for each sub-factor will receive the same performance adjective at the Factor level (i.e., the "overall" technical rating inclusive of all sub-factors). Offerors receiving different performance adjectives at the sub-factor level will be assigned an overall technical rating based on the subjective judgment of the government evaluators. However, an offeror receiving at least one "Unsatisfactory" sub-factor rating may receive an "overall" rating of "Unsatisfactory". Establish overall team scores by evaluator consensus and not by vote.

C. The following adjectives and related definitions will be used in the evaluation and assessment of risk for the Technical Proposals.

Excellent	Proposal meets all solicitation requirements and demonstrates an excellent understanding of the requirements. Excellent in all respects. Advantages not offset by disadvantages. Very good probability of success with overall low degree of risk in meeting government requirements.
Good	Proposal meets solicitation requirements and demonstrates a complete understanding of the requirements. One or more advantages not offset by disadvantages. Where there were areas of concern, clarifications given by contractor were acceptable. Good probability of success with overall low to moderate degree of risk in meeting the government requirements.
Satisfactory	Proposal meets solicitation requirements and demonstrates an adequate understanding of the requirements. Advantages were offset by disadvantages. Where there were areas of concern, clarifications given by contractor were acceptable. Fair probability of success with overall moderate to high degree of risk in meeting the government's requirements.
Susceptible to being made acceptable	Overall quality cannot be determined because of errors, omissions or deficiencies that are capable of being corrected without a major rewrite or revision of proposal.
Unsatisfactory	Proposal demonstrates little to no understanding of the requirements; or approach fails to adequately meet acceptable performance expectations; there is an unacceptably high degree of risk in meeting the government's requirements. Proposal contains major errors, omissions or deficiencies and these conditions cannot be corrected without a major rewrite or resubmission.

3. PRICE EVALUATION:

A. The purpose of the price/cost evaluation is to determine whether an offeror's proposed prices/costs for the project are reasonable, realistic, and complete in relation to the solicitation requirements, and to provide a risk assessment of the contractor's ability to perform at the proposed price/cost. Prices proposal amounts shall not be revealed to the team members until the completion of the review of the Past Performance and Technical Proposals.

B. The Evaluation team will conduct a price/cost evaluation of each offeror's proposal to determine whether or not each proposal complies with the stated criteria: "Reasonableness", Realism and Completeness". Those proposals evaluated as not satisfying all of the price/cost criteria may be eliminated from the competitive range unless the Contracting Officer determines:

- (1) A minor clerical error has occurred, then the offeror may be given an opportunity to correct the minor error within the constraints of the "clarifications" process or
- (2) The Contracting Officer determines discussions are required.

C. **Reasonableness** of an offeror's proposal is evaluated through cost or price analysis techniques as described in FAR Subpart 15.305(a)(1) and (4). For cost (Price) to be reasonable, it must represent a cost (Price) that provides value to the Government when consideration is given to prices in the market, technical and functional capabilities of the offeror and risk.

D. **Realism** is evaluated by assessing the compatibility of proposed costs with proposal scope and effort. For cost (Price) to be realistic, it must reflect what it would cost the offeror to perform the effort if the offeror operates with reasonable economy and efficiency. Proposals unrealistically high or low in price, when compared to the government estimate may be indicative of an inherent lack of understanding of the solicitation requirements and may result in proposal rejection without discussion. Any inconsistency, whether real or apparent, between proposed performance and price must be clearly explained in the price proposal. For example, if unique and innovative approaches are the basis for an unbalanced/inconsistently priced proposal, the nature of these approaches and their impact on price must be completely documented. The burden of proof of price realism rests solely with the offeror.

E. **Completeness** will be an evaluation factor if additional cost/price data is required to clarify price proposals. Completeness will be evaluated by assessing the level of detail the offeror provides in cost/price data for all requirements in the specifications and assessing the tractability of estimates. For the cost (Price) data to be complete, the offeror must provide all the data that is necessary to support the offer. In the event additional data is not required this factor will be rated as acceptable.

F. **Risk Assessment Confidence Rating** will be assigned as shown in the following table:

REASONABLE	REALISTIC	COMPLETENESS
Least confidence- High Risk	Least confidence- High Risk	Least confidence- High Risk
Somewhat confident – moderate risk	Somewhat confident – moderate risk	Somewhat confident – moderate risk
Most confidence- low risk	Most confidence – low risk	Most confidence



G. Subcontracting Plan: The plan will be evaluated by the Contracting Member only.

(Applicable to large businesses only.) In accordance with FAR 19.7 -- Subcontracting, with Small Business, Small Disadvantaged Business and Women-Owned Small Business Concerns, subcontracting plans shall be evaluated for acceptability by the contracting team using the criteria set forth in AFAR Appendix CC-Subcontracting Plan Evaluation Guide.

<http://acqnet.sarda.army.mil/library/afar/afartoc.htm> Subcontracting goals shall be consistent with NGB Goals unless well justified. To be acceptable plans must adequately address the required statutory elements. In addition the plan must provide sufficient information to enable the Contracting Officer to answer affirmatively questions A through H of the AFAR Appendix CC. Any plan that is rated 70 percent or less will be carefully considered for acceptability. If discussions with offerors are necessary, those areas which are deficient will be reviewed with the offeror with the goal of correcting deficiencies. Due to the requirements for review of the successful offeror's subcontracting plan by other agencies, the Government reserves the right to negotiate the final plan with the successful offeror. Failure to submit or agree to negotiate changes to the subcontracting plan shall make the offeror ineligible for award of a contract. Small Businesses are not required to submit a plan.

Definitions of Key Evaluation Terms

- = **Deficiency** -- A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level. Examples of deficiencies include a statement by the offeror that it cannot or will not meet a requirement, an approach that clearly does not meet a requirement, or omission of data required to assess compliance with the requirement.
- = **Strength** – An aspect of a proposal that appreciably decreases the risk of unsuccessful contract performance or that represents a significant benefit to the Government.
- = **Weakness** – A flaw in the proposal that increases the risk of unsuccessful contract performance. A “significant weakness” in the proposal is a flaw that appreciably increases the risk of unsuccessful contract performance.
- = **Uncertainty** -- Any aspect of the proposal for which the intent of the offeror is unclear because there may be more than one way to interpret the offer or because inconsistencies in the offer indicate that there may be an error, omission or mistake. Examples include a mistake in calculation or measurement and contradictory statements.

EXHIBIT A-8 EVALUATION RATING SHEETS

FACTOR: PAST PERFORMANCE *(Insert appropriate rating from applicable rating scale; e.g., Excellent (E) Very Good (VG) Satisfactory (S) Neutral (N) Marginal (M) Unsatisfactory (U)) after completing sub-factor evaluations*

Initial Rating [_____] Evaluator initials and date _____

Discussions [_____] Evaluator initials and date _____

Final Rating [_____] Evaluator initials and date _____

RATIONALE:

STRENGTHS: *(Precede the strength with an (S) if it identifies a significant strength. Address any risks associated with the strength.)* _____

WEAKNESSES/SIGNIFICANT WEAKNESSES/DEFICIENCIES: *(Precede the weakness with an (S) if it identifies a significant weakness. Address the risks associated with the weakness.)*

DEFICIENCIES:

UNCERTAINTIES: _____

ITEMS FOR NEGOTIATIONS

(IFNs): _____

REMARKS:

SUB FACTOR EVALUATION

(1) Quality Control (QC) Evaluation Rating: [_____]

- Quality of Workmanship
- Adequacy of Materials
- Adequacy of Submittals
- Adequacy of "As-Built"
- Use of specified materials
- Identification/correction of deficient work in a timely manner

RATIONALE:

(2) Timely Performance Evaluation Rating: [_____]

- Provided submittals in a timely manner
- Submittals are well researched and clearly identified the proposed item
- Submittals accurately matched contract requirement
- Met established progress schedule
- Resolution of delays
- Completion of punch-list items
- Timely submission of close out documents, (i.e., "as built", "red lines").

RATIONALE:

(3) Management Effectiveness Evaluation Rating: [_____]

(a) General Business Practices

- Contractor provided experienced managers, and supervisors with the technical and administrative abilities needed to meet contract requirements
- Hired experienced subcontractors/Paid subcontractors/suppliers in a timely manner
- Provided well substantiated pricing data for change orders



- Completed all contract work prior to requesting final inspection. Left no major discrepancies
- Contractor provided timely and satisfactory response to warranty issues after project completion
- The contractor cooperated to resolve problems, attending meetings (as applicable) and maintained communication to assure satisfactory resolution.

RATIONALE:

(b) Pricing History

- The contractor submits proposals that accurately represent the work required
- The contractor's supporting price/cost information for modifications are accurate, complete and reasonable (not over inflated or under estimated)

RATIONALE:

(4) Compliance with Safety Standards Evaluation Rating: [_____]

- Adequacy of safety plans
- Implementation of safety plans
- Compliance with Drug Free Work Place requirements

RATIONALE:

(5) Compliance with Labor Standards Evaluation Rating: [_____]

- Submitted payrolls in a timely manner
- Payrolls were complete and correct
- Compliance with labor laws and regulations with specific attention to the Davis-Bacon Act

RATIONALE:

(6) Compliance with Small Business Concerns Requirements - Evaluation Rating: [_____]

- Compliance with Utilization of Small Business Concerns (Oct 1999) clause requirements (applicable to all offerors)
- Compliance with Small Business Subcontracting Plan requirements (FAR 52.219-9) (Applicable to large businesses offerors only)

RATIONALE:

OTHER PAST PERFORMANCE CONSIDERATIONS AND NOTES: i.e., relevancy, trends etc.
COMMENTS

End of Past Performance Section

TECHNICAL EVALUATION
RFP REFERENCES:

PROPOSAL REFERENCES:

FACTOR: TECHNICAL *(Insert appropriate rating from applicable rating scale; e.g., Excellent (E) Good (G) Satisfactory (S) Uncertain (C) Unsatisfactory (U)) after completing sub-factor evaluations*

Initial Rating [_____] Evaluator initials and date _____

Discussions [_____] Evaluator initials and date _____

Final Rating [_____] Evaluator initials and date _____

RATIONALE:

STRENGTHS: *(Precede the strength with an (S) if it identifies a significant strength. Address any risks associated with the strength.)*

WEAKNESSES/SIGNIFICANT WEAKNESSES/DEFICIENCIES: *(Precede the weakness with an (S) if it identifies a significant weakness. Address the risks associated with the weakness.)*

DEFICIENCIES: _____

UNCERTAINTIES: _____

ITEMS FOR NEGOTIATIONS

(IFNs): _____

SUB FACTOR EVALUATION

1. Project Management Evaluation Rating: [_____]

a: Project Management Ability Overview

-Contractor has experienced managers, supervisors, and administrative support personnel with the technical and administrative abilities needed to meet contract requirements.

-Notes _____

b. Subcontracting Support Capability and on-going relationship with experienced quality subcontractors.

Notes: _____

- Electrical Operations, Contractor provided names and experience of foreman and previous installations.

Notes: _____

c. Project Execution and Technical Capability Overview which include:

1. Contractor demonstrates the ability to meet administrative requirements set forth in Section 0800 and the Plans and Specifications.
2. Contractor has the necessary construction and technical equipment or the ability to obtain them.
3. Contractor has adequate in-house personnel to meet 20% subcontracting limitation.

Notes: _____

d, Quality Control (QC) Plan

1. Adequacy of the Contractor Quality Control Plan IAW Section 0800
2. Description of the Concrete and Asphalt QC processes to assure compliance
3. Testing laboratory:

- Description of where laboratory will be located, on or off site. Indicated which tests will be conducted at which laboratory.

- Provided a list of laboratory equipment, humidity controls, temperature and circulation of water baths.

Notes: _____

-
- e. Safety Plan
 - Adequacy of the Contractor Safety Program
 - Quality of proposed Safety training and documentation

Notes: _____

RATIONALE:

2. Progress/Project Schedule Evaluation Rating: [_____]

- a. Format is in Microsoft Project. (Other formats are acceptable but KTR must state if awarded contract, MS Project will be utilized.)
- b. Detailed task and timing of the work effort
- c. Realism of project events, accomplishment, and criteria and the expected dates of each
- d. Each major task directly traceable to the requirements of the PROJECT.

RATIONALE:

3. Construction Equipment and Plant: Evaluation Rating: (____)

- a. Concrete Operations: Age and type of equipment. Number and locations of projects where equipment was used.
- b. Asphalt Operations: Age and type of equipment. Number and locations of projects where equipment was used.
- c. Equipment to Rubbilize PCC: Description of equipment and how it relates to spec, provided list and description of a least 3 project that have similar thickness and gradation tests results demonstrating that the required gradation can be achieved.
- d. Stabilization Equipment: Catalog cuts, manufacturer with model number or other description of rotary pulvamixer type of equipment that will be used to mix in place cement and lime for stabilization, in particular demonstrates that equipment can mix the specified depth in one lift.

NOTES: _____

f. Preformed Joint Seal Installation Machine: Provide catalog cuts, manufacturer with model no. or other description of preferred joint sealing installation machine and evidence that it meets the joint seal manufacturer's recommendations.

RATIONALE:

4. Material And Product Compliance Schedule: Evaluation Rating: [_____]

a. "Or-Equal" products and materials meet the requirements of the plans and specifications.

-Alkali Content – Indicated the alkali content of the cement proposed-Proposed Mix Design Procedures, mixing, placing, finishing, and curing techniques that are appropriate for the grade and quantity of ground granulated blast furnace slag including recommendations from the Slag Cement Assoc and impacts as discussed in ACI 2334R-95.

- Lime: Source and indicate if dry or slurry placement will be used.

- Portland Cement: Recent alkalinity results of Portland cement type and source to be used for project.

-Graded Crushed Aggregate Base Course: General mineralogy of concrete aggregates (e.g. dolomite, igneous, etc) source, source county, Michigan DOT Source Index, and the most recent Michigan DOT tests results for dilation and durability.

NOTE: _____

-Preformed Joint Seal Size: Written understanding between joint seal installation subcontractor and paving subcontractor (or respective foremen if both activities conducted by the same contractor) that if the concrete construction joint irregularity prevent the joint seal reservoir to be in full compliance with the plans and specifications, that a larger reservoir and seal will be used at no additional cost to the government.

NOTE: _____

-Electrical: Indicate whether all airfield lighting products qualify under the FAA

-Airport Lighting Equipment Certification Program.

-BAK 12: Indicated dimensions and manufacturer of equipment, material info

NOTE: _____

RATIONALE:

End of Technical Section

FACTOR: PRICE *(Insert appropriate risk assessment (confidence rating) for price proposed from applicable rating scale; e.g. **Low confidence (high risk)**, **High confidence (low risk)** Consider and discuss reasonableness, realism and completeness in comments.*

Initial Rating [_____] Evaluator initials and date _____
Discussions [_____] Evaluator initials and date _____
Final Rating [_____] Evaluator initials and date _____

RATIONALE:

STRENGTHS: *(Precede the strength with an (S) if it identifies a significant strength. Address any risks associated with the strength.)*_____

WEAKNESSES/SIGNIFICANT WEAKNESSES/DEFICIENCIES:*(Precede the weakness with an (S) if it identifies a significant weakness. Address the risks associated with the weakness.)*

DEFICIENCIES:_____

UNCERTAINTIES:_____

ITEMS FOR NEGOTIATIONS:(IFNs):_____

1. Reasonableness:

Proposal represents a cost/price that provides value to the Government when consideration is given to prices in the market, technical and functional capabilities of the offeror and risk.

RATIONALE:

2. Realism:

Proposal represents what it would cost the offeror to perform the effort if the offeror operates with reasonable economy and efficiency. Proposal that is unrealistically high or low in price, when compared to the government estimate may be indicative of an inherent lack of understanding of the solicitation requirements and may result in proposal rejection without discussion. Any inconsistency, whether real or apparent, between proposed performance and price must be clearly explained in the price proposal. For example, if unique and innovative approaches are the basis for an unbalanced/inconsistently priced proposal, the nature of these approaches and their impact on price must be completely documented. The burden of proof of realism rests solely with the offeror.

RATIONALE:

3. Completeness:

Proposal represents completeness if the offeror provided all the data necessary to support the offer. In the event additional data is not required, this factor will be rated acceptable.

RATIONALE:

End of Price Section

Subcontracting Plan: (applicable to large businesses only)

The plan will be evaluated by the Contracting Member only. The plan will not be competitively scored, but will be evaluated for acceptability in accordance with AFARS 19.705. To be acceptable the plans must:

1. Adequately address the six required statutory elements.
2. Provide sufficient information to enable the Contracting Officer to answer affirmatively questions A through H of Appendix CC, Part 2, Numbers (AFARS 19.705).
3. Any plan that is rated 70 percent or less will be carefully considered for acceptability. If discussions with offerors are necessary, those areas where the plan is deficient will be reviewed with the offeror with the goal of correcting deficiencies.

Definitions of Key Evaluation Terms

- = **Deficiency** -- A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level. Examples of deficiencies include a statement by the offeror that it cannot or will not meet a requirement, an approach that clearly does not meet a requirement, or omission of data required to assess compliance with the requirement.
- = **Strength** – An aspect of a proposal that appreciably decreases the risk of unsuccessful contract performance or that represents a significant benefit to the Government.
- = **Weakness** – A flaw in the proposal that increases the risk of unsuccessful contract performance. A “significant weakness” in the proposal is a flaw that appreciably increases the risk of unsuccessful contract performance.
- = **Uncertainty** -- Any aspect of the proposal for which the intent of the offeror is unclear because there may be more than one way to interpret the offer or because inconsistencies in the offer indicate that there may be an error, omission or mistake. Examples include a mistake in **calculation or measurement and contradictory statements.**

EXHIBIT A-14 SOLICITATION RFI Q&A

QUESTIONS AND ANSWERS RELATED TO: SOLICITATION DAHAxxxx-x-xxxx, UPGRADE RUNWAY 01-19 AND ELECTRICAL VAULT

Dated: _____

QUESTION from Hi-Lite Markings:

1. Upon reviewing the plans on this project, I request clarification on the following:
a. During the construction phase, Taxiway “B” will be used a temporary runway. Are there any requirements for changing the pavement markings, and if so, where can they be found?

ANSWER: *Taxiway “B” will be marked by others.*

b. Are the permanent markings applied to the runway before or after the grooving operations?

ANSWER: *That is the prime contractor’s call, if the markings are not acceptable they will have to be redone.*

c. Will the runway remain closed to operations until all work has been completed?

ANSWER: YES

QUESTION from (Company Name).

2. Reference: Specifications, Table of Contents indicate a Section 02981, “Grooving for Airfield Pavements”, however on CD provided there is no section for grooving. Is there supposed to be? Please advise.

ANSWER: *This section was inadvertently missed. It will be provided in Amendment 0001, to be issued 20 Jul 2001 and it will be posted on the web at the www.selfridgecontracting.com site.*

QUESTION during Site Visit.

3. Who pays for the fuel for the lighted “X”s while in use by the Base for the temporary marking of Taxiway B to a runway.

ANSWER: *The Contractor pays for the costs associated with the lighted “X” during the contract period. This answer will be clarified in Amendment 0001.*

QUESTION from Hi-Lite Markings, Inc.

4. Pavement markings detail sheet PM02-1, sheet 97 has not been updated to the new FAA spec for runway hold positions and instrument hold positions. I have attached the AC 150/5340-1H, Change 1 for clarification.

ANSWER: *This answer will be clarified in Amendment 0001 to include the new FAA spec.*

QUESTIONS from (Company Name). dated _____

5.a. Fence Section 02821, page 3 para 3.1 calls for pull post at 500 feet max and DWG FN02-1 Note No. 8 references pull post at 200’ max. Which is correct?

ANSWER: 200’ Max is the correct answer. This will be addressed in Amendment 0002.

5b. Item 0016 , Fencing and gating, Area B, Complete. DWGFN01-0 shows B2-B2 and B1-B1, are these to be considered as Item 0016?

ANSWER: **YES.**



5c. Federal Specs RR-F-191/1D page 3 para 3.4 calls for the 9 ga. X 2" mesh X 96" barbed selvage to be galvanized at 1.2 oz per square foot of coated surface area, unless otherwise specified. Is 1.2 oz acceptable?

ANSWER: **YES.**

5d. Post sizes for 8' wire are per RR-F191/3D. Line posts SP-3 or 2 1/2" O.D. End posts, Corner posts and pull posts are SP-4 or 3" O.D. Gateposts are as governed by size of respective gates. All pipe is ASTM F-1083 standard Schedule 40, and all pipe to be galvanized with an average weight of not less than 1.8 oz per Square foot of coated surface area. The top rail shown on FNO 2-1 is understandable.

ANSWER: **Post sizes are per plans.**

5e. On page 3 of 02821, 2.9 "Padlock", please advise telephone number of your base locksmith so that the proper keyed alike system can be provided.

ANSWER: **The padlock shall have a removable core, the brand name is Best Lock or equal. This will be addressed in Amendment 0002.**

6. QUESTION from (Company Name), (Date)

In the plans we are required to supply and install an Arresting System, it is my understanding that you had one installed in the past. Could you provide the Company name and phone number of that contractor?

ANSWER: **Attached is a list of subcontractors who installed similar systems on military bases.**

Engineered Arresting System Corporation, (Company Name and Phone Number)

Hanning Construction, Inc., (Company Address and Phone Number)

McPhearson Construction, (Company Address and Phone Number)

7. QUESTION from (Company Name and date)

We are a concrete breaking subcontractor and plan to quote the concrete rubblizing and concrete removal breaking for the project listed above. We use multiple headed breakers to rubblize and guillotine-type breakers (6 ton, 8' wide hammer) to break for removal. I have a question about the technical information that needs to be provided about the equipment to be used to rubblize the PCC. The following sentence is copied from the solicitation:

"c. Equipment to Rubblize PCC: Describe equipment and how it relates to specification, provide list and description of at least 3 projects that have similar thickness and gradation tests results demonstrating that the required gradation can be achieved."

The existing PCC pavement to be rubblized is up to 21" thick. PCC of this thickness has never been rubblized. We have rubblized 14" to 17" thick, non-reinforced, PCC. We proposed to first break the PCC with a guillotine-type breaker and then rubblize with the multiple headed breaker. We are confident that we can achieve the sizing requirements by breaking it first with the guillotine breaker. We would plan to provide specifications for both types of breakers. We would also provide past performance information about rubblizing projects and thick airport runway removal breaking projects that we have completed. Would this be acceptable?

ANSWER: **The offerors should describe their approach to executing the project including the types of equipment to meet the rubblization requirement as outlined in the specification and the Solicitation Section 00110, Volume 3 Technical Information.**



8. QUESTIONS numbered 8-20 are from (Company Name and date)

On Sheet GN05-2, 6", 12" and 15" storm sewer is being removed east of the runway for Option 8, but on Sheet GP01-10, no pipe is being replaced along the 12" and 15" lines. Should these removals be part of Option 9?

ANSWER: *The 12" and 15" lines are to be removed as part of Option 9. An amendment 0002 will be issued to incorporate this information.*

9. Note 11 on sheet GN06-0 says to use 6" minimum of topsoil, but the cross-sections on PV05-1 and PV05-2 indicate 4" topsoil is to be used. What depth of topsoil is required?

ANSWER: *The depth of topsoil shall be 4" as indicated on PV05-2. Amendment 0002 will change note 11 on Sheet GN06-0 to read "minimum depth of 4 inches".*

10. On sheet GN05-1, runway 10-28 indicates milling from station 11+25 to station 19+25, which is 800 feet. The scaled distance on the plan is approximately 862 feet. Should we use the station distance or the scaled distance? Sheet PV01-0 indicates a distance of 800 feet for this area.

ANSWER: *The distance is from Station 11+ 25 to 19 + 25, as shown on Sheets pv02-1, PV03-2 and PV04-2.*

CHAPTER 3 - TAB B – PRE-AWARD DOCUMENTS



Tab B – Pre-Award Documents

TAB NO.	SECTION
B	PRE-AWARD DOCUMENTS
B-1	Abstract of Bids/Proposals/Attendance Sheets
B-2	Notice of Late /Rejected Bid/Proposals
B-3	Unsuccessful Bids/Proposals
B-4	Verification of Bid/Mistake in Bid
B-5	Successful Documents/Reps & Certs, Proposal, etc. Pre-Negotiation Memorandum (POM) & Price
B-6	Negotiation Memorandum (PNM) or Proposal Analysis
B-7	Cost and Pricing Data/Audit Report
B-8	Source Selection Documentation
B-9	Determination of Responsibility
B-10	Verification of CCR and EFT
B-11	Subcontracting Plan
B-12	Contract Reviews and Approvals
B-13	Miscellaneous Correspondence

TAB B-1 ABSTRACT OF BIDS/PROPOSALS/ATTENDANCE SHEETS

1. The Sealed Bid Procedures for the receipt, handling, opening and disposition of bids including mistakes in bids is detailed very clearly in FAR 14.4 Opening of Bids. The procedures must be followed very carefully in regards to the exact time for the receipt of bids, the bid envelopes must be stamped in, the bids are publicly opened and read out loud at the time stated for bid opening in the solicitation. All parties attending the bid opening shall sign an attendance sheet. The Bid Opening Official completes an abstract of bids during the bid opening procedure. The abstract is checked for accuracy with the bids after opening.
2. The Request for Proposal is accomplished in accordance with FAR 15.207. These proposals are sensitive documents and must be secured from the time they are received through the award. The names and number of offerors are not releasable until after award. The proposals are stamped in to acknowledge their receipt but they are then safeguarded from all unauthorized personnel during the review process. The integrity of the procurement system is critical during the Source Selection process. The initial proposals and any revised proposals are individually recorded and dated on an Abstract. The pricing of the proposals is Confidential Information and is not to be released to the general public at any time before or after award except for the awarded price. Pricing of proposals may contain proprietary business information. The Government Estimate and its backup data should not be released at any time to the General Public, before or after award. The Government Estimate, total amount or breakdown the

same as in the schedule, (but not the backup data) may be releasable under FOIA after award in the RFP process. Consult your local Counsel for direction.

The following documents are filed in this Tab:

- Abstract of Bids
- Abstract(s) of Proposals
- Attendance Sheet for Bid Opening
- Checklist for Bid Opening
- Review of Bids

Reference(s):

FAR 14.4 Opening of Bids and Award of Contract

FAR 14.403 Recording of Bids

FAR 15.207 Handling of Proposals

FAR 36.701(d) Standard & optional forms for use in contracting for construction or dismantling, demolition, or removal of improvements

AFARS 14.404 Opening of Bids and Award of Contract

Exhibits:

- OF 1419, Abstract of Offers – Construction
- Checklist for Bid Opening
- Review of Bids/Proposals

TAB B-2 NOTICE OF LATE BIDS/REJECTED BIDS

Sealed Bids

1. The rules for receipt of late bids or proposals have changed due to receipt via electronic commerce. It is important that the new regulations be reviewed before making any determination regarding a late bid or proposal.

a. Late bids that are not considered must be held unopened, unless opened for identification, until after award. It is then filed with other unsuccessful bids. The bid bond or guarantee must be returned to the bidder.

b. Any late bids should show the electronic stamp of the date and time receipt of the bid. Any late proposals must be documented with a statement whether the proposal was considered for award and the supporting rationale.

2. Any bid that fails to conform to the essential requirements of the invitation for bid shall be rejected. Some examples include:

a. The bid did not conform to the applicable specifications unless alternates were authorized.

- b. A bid failed to conform to the delivery schedule.
 - c. Bid imposed conditions that would be prejudicial to other bidders (a condition which affects price, quantity, or delivery of the items offered).
 - d. Bid may be rejected if the CO determines in writing that the price is unreasonable. This includes not only the total price but individual line items also.
 - e. A bid can be rejected if the price for any line items or sub-line items are materially unbalanced.
 - f. Bids received from a bidder who is debarred, proposed for debarment, or declared ineligible as of the bid opening date.
 - g. If a bid is determined to be non-responsive, reference FAR 9-1.
 - h. When a bid guarantee is required and a bidder fails to furnish the guarantee in accordance with the requirements.
 - i. If a bidder qualifies his bid, he may be considered non-responsive.
3. If a bid is to be rejected, a legal review is recommended before the rejection. The CO notifies the bidder and states the reason for the rejection.

Request for Proposal

1. The receipt for Request for Proposal is detailed in the solicitation and must reach the Government installation by the time specified. Any proposals received after the time specified are considered "Late" unless it meets one of the exceptions in FAR 15.208.
2. As with late bids, offerors must be promptly notified if their proposals are received late. The notice should inform the offeror if the proposal will or will not be considered.
3. Late proposals that are not considered must be held unopened unless opened for identification and then retained with other unsuccessful proposals.
4. The file should include the date and hour stamp and a statement regarding whether the proposal was considered for award.

General

The following documents are filed in this tab section:

- Rejected bid letter
- Rejected Proposal letter
- Rejected Bids or Proposals

Reference(s):

- FAR 14.3 Submission of Bids
- FAR 14.301 Responsiveness of Bids
- FAR 14.302 Bid Submission
- FAR 14.303 Modification of Withdrawal of Bids
- FAR 14.304 Submission, modification and withdrawal of bids FAR
- 14.404-2 Rejection of individual bids
- FAR 14.404-3 Notice to bidders of rejection of all bids
- FAR 14.404-4 Restrictions on disclosure of descriptive literature
- FAR 14.404-5 All or none qualifications
- FAR 14.405 Minor informalities or irregularities in bids
- FAR 14.406 Receipt of an unreadable electronic bid
- FAR 15.208 Submission, modification, revision and withdrawal of proposals
- FAR 28.101-4 Noncompliance with bid guarantee requirements
- FAR 15.208 Submission, modification, revision, and withdrawal of proposals

Exhibits:

- Letter to Rejected Bidder
- Letter to non-responsive Offeror

TAB B-3 UNSUCCESSFUL BIDS/NO BID CORRESPONDENCE

1. Award is made under Sealed Bid procedures to the bidder whose bid, conforms to the solicitation, within the time frame designated for acceptance and to the responsible bidder will be most advantageous to the government, considering only price and the price related factors included in the solicitation. The unsuccessful bidder packages including the bid bonds are filed in this section.
2. Unsuccessful proposals are also filed in this section, but only information that is NOT “Source Selection Sensitive”. Typical information filed in this area for negotiated procurements include the representation and certifications. All information containing pricing, past performance or technical information must be filed under the Source Selection tab and marked accordingly.

In this Tab Section the following documents are filed:

- Unsuccessful bidders package
- Representations and certifications for negotiated procurements

References:

- FAR 14.404 Rejection of Bids
- FAR 14.409-1 Award of unclassified contracts.
- FAR 15.503 Notification to Unsuccessful Offerors

TAB B-4 VERIFICATION OF BID/MISTAKE IN BID

1. All bids should be examined after the bid opening for mistakes. If the CO suspects a mistake, the CO should request a verification of the bid, pointing out the suspected mistake. The steps to establish a verification in bids vary depending on whether the bidder would be in line for the award and would displace another bidder. The regulations for correcting bids are detailed in FAR 14.407 and AFAR 5114.407-3 and should be followed carefully. The evidence must support the mistake. The review and approval for determinations in mistakes in bids is at the PARC level with the support of legal counsel.
2. Sometimes a minor informality arises that is merely a matter of form and not of substance. The determination as to the minor informality is determined by the Contracting Officer and should be reviewed by Legal Counsel. Whether a bid contains a minor informality or material deficiency can be a very gray area and should be carefully reviewed by the Contracting Officer and Legal Counsel before a decision is made. In any case, a written determination should be attached to the bid supporting the decision as to responsiveness or non-responsiveness of the bids.

In this Tab Section the following documents are filed:

Request for Verification of Bid Letter
Contractor Verification of Bid
Contracting Officer Evaluation of Mistake with Attachments

References:

FAR 14.407 Mistakes in bids.
AFARS 5114.407-3 Other Mistakes Disclosed before award.

Exhibits:

Request of verification of bid

**TAB B-5 SUCCESSFUL BID DOCUMENTS/REPRESENTATIONS AND
CERTIFICATIONS**

References:

FAR 14.408 Award
FAR 15.504 Award to successful offeror

1. Awards under Sealed Bid procedures are determined by the CO who determines that the prices offered are fair and reasonable. This will normally be the low bid, if responsive. The Price Fair and Reasonable determination statement can be placed on the abstract and signed and dated by the CO.
2. Awards under Negotiated procedures are made to the offeror whose offer conforms to the solicitation and is found to be the best value to the Government, cost and other factors considered. Evaluation factors for negotiated procurements are stated in the solicitation and will vary depending on the type of procurement.

In this Tab Section the following:



Successful Bid or Proposal Documents (Except Source Selection Sensitive Information)
Representations and Certifications
Successful Offer Representation and Certifications

Exhibits: None

**TAB B-6 PRE-NEGOTIATION MEMORANDUM (POM) AND PRICE
NEGOTIATION MEMORANDUM (PNM) OR PROPOSAL ANALYSIS**

1. The above Tab is used only in Negotiated Procurements. This section contains the documents whereby the Contracting Officer and technical members evaluate negotiated procurements. This can be a very detailed section depending on the complexity of the acquisition. This tab will only provide an overview of the steps involved. It is very important that a thorough review of Part 15 of the FAR and supplements are understood before negotiations and analysis of the proposals takes place. A thorough review of the Army Source Section Guide, dated June 2001, <http://acqnet.saalt.army.mil/library/default.htm> is highly recommended.

2. Proposal Evaluation is an assessment of the proposal and the offeror's ability to perform the prospective contract successfully. The following are areas that should be evaluated:

- Cost or Price Evaluation – typically this is established by competition but on occasion a cost analysis is performed
- Past Performance Evaluation – one indicator of an offeror's ability to successfully perform the contract (Note: this is separate from the Determination of Responsibility). The relevance of similar past performance information is critical in the analysis of an offeror's ability to perform.
- Technical Evaluation - an assessment of an offeror's ability to perform the technical requirements.
- Small Business Subcontracting Plan – required for any large business competing on acquisitions estimated at more than \$500,000 or \$1 million for construction.

3. Establishment of Competitive Range is accomplished if discussions are to be conducted. Based on the ratings of each proposal against the evaluation criteria, the competitive range is established. Only the most highly rated proposals should be included in the competitive range. Promptly send written notification to any firms excluded from the competitive range.

4. The Pre Negotiation Objectives establishes the Government's initial negotiation position. This document also helps the Contracting Officer make a determination of a fair and reasonable price. This document is the result of the proposal analysis that includes the field pricing assistance (DCAA audit), technical analysis, fact finding results, independent Government cost estimates, and price histories.

5. When evaluating the proposals, the Government may also want to conduct discussions or have presentations to better understand the offeror's proposals per FAR Clause 52.215-1. These discussions should be conducted only with offerors in the competitive range. If discussions are opened with offerors, it is important that the rationale for conducting discussions is documented in the file. Discussions may be limited to the technical requirements. Past Performance need not be discussed



unless there is unfavorable past performance, which the offeror should be asked to explain. It is very important that all discussions be clearly documented, such as videotape or audiotape.

6. The Price Negotiation Memorandum contains the principle elements of the negotiated agreement. The following elements are required as a minimum:

- a. Purpose of the Negotiation
- b. Description of the acquisition
- c. Names of each person representing the Government or the Contractor and their position in the company
- d. Current Status of any contractor purchasing or estimating systems
- e. If Cost or Pricing data was required and the extent to which it was relied on.
- f. Summary of the contractor's proposal, and any field pricing assistance.
- g. Significant facts of the discussions and differences if any.
- h. Impact on any other agencies, if any.
- h. Basis for profit
- i. Documentation of fair and reasonable pricing.

7. In this Tab Section the following documents are filed:

Proposal Analysis
Pre-Negotiation Objectives Memorandum (POM)
Price Negotiation Memorandum (PNM)
Notification letters of exclusion from competitive range

References:

FAR 15.404-1 Proposal analysis techniques
FAR 15.404-2 Information to support proposal analysis.
FAR 15.405 Price Negotiation
FAR 15.406-1 Prenegotiation Objectives.
FAR 15.406-3 Documenting the negotiation.
DFAR 215-404-1 Proposal analysis techniques.
DFAR 215-4-4-2 Information to support proposal analysis.
NGFARS 15.404-4(d)(S-100) Negotiating Profit on Construction and AE Contracts
Army Source Selection Guide

Exhibits:

See B-8 Exhibits and also see Sample format in NGFARS
Pre-Negotiation Memorandum (POM)
Price Negotiation Memorandum (PNM)
Notification Letters of exclusion from competitive range

TAB B-7 COST AND PRICING DATA/AUDIT REPORT

1. The threshold for requesting price or cost data is currently \$550,000. However, Cost or Pricing Data is NOT required under the following circumstances:



Adequate Price Competition
Law or regulation sets prices
Commercial items
Waiver granted by the Head of the Contracting Activity (PARC)

2. The Contracting Officer should use every means available to determine whether a price is considered fair and reasonable before requesting cost or pricing data.

3. If Cost or Pricing data is required, it must be accomplished prior to:

Award of any negotiated contract
Award of a subcontract at any tier, if the contractor and each higher-tier subcontractor were required to submit cost or pricing data
Modification of any sealed bid or negotiated contract (whether or not cost or pricing data was initially required) (Note: price adjustments must consider both increases and decreases)

In this Tab Section the following documents are filed:

Cost or pricing data request
Audit request to DCAA
Audit report from DCAA
Cost or pricing data waiver (Requires Chief of NGB Approval)

References:

FAR 15.402 Pricing policy
FAR 15.403 Obtaining cost or pricing data
DFARS 215.4 Contract Pricing
NGFARS 15.404-4(b) Policy (Alternate Structured Approach)

Exhibits: None

TAB B-8 SOURCE SELECTION DOCUMENTATION

1. This section should contain all the Source Selection documentation. As an added means of protecting the Source Selection documents it is recommended that the information pertaining to the Source Selection should not be filed in the main contract file. All the Source Selection information should be filed and stored separately and clearly marked "Source Selection Sensitive". A sheet of bond paper identifying the separate file should be placed under this tab.

2. The Summary Evaluation Report is a summary report that includes for each proposal the evaluated price; the final rating for each evaluation factor and sub-factor; and a discussion of the associated strengths, weaknesses, deficiencies and risks. A detailed instruction of how to prepare the report is available in the Army Source Selection Guide.

3. The preparation of the Source Selection Decision document is a critical document in the evaluation of the proposals. This dependent document is based on the evaluator's notes, Contractor's proposals, and

Summary Evaluation report from the SSEB. This document should thoroughly explain the Contracting Officer's decision as to why the particular offeror is the best value to the Government. This document should be very detailed and comprehensive explaining the decision making process. The Army Source Selection Guide provides a detailed narrative of the elements that must be discussed in this document.

4. All of the Offeror's proposals are filed in this section with the exception of the reps and certifications. Only one copy of each offer and one electronic copy are filed. All extra copies of proposals should be shredded after the possible protest times have lapsed.

In this Tab Section the following documents are filed:

- Evaluator's Score Sheets
- Contractor's Proposals (complete packages including Technical and Past Performance information)
- Past Performance responses from references
- Consensus of Evaluations
- Summary Evaluation Report
- Source Selection Decision document

References:

- FAR 3.104 Procurement Integrity
- FAR 15.1 Source Selection Processes and Techniques
- FAR 15.3 Source Selection
- DFARS 215.3 Source Selection
- AFARS 5115.1 Source Selection Processes and Techniques
- AFARS 5115.305 Proposal Evaluation
- AFARS 5115.306 Source Selection Decision
- Army Source Selection Guide

Exhibits:

- Cover Sheet Source Selection Sensitive
- Summary Evaluation Report
- Source Selection Decision
- Competitive Range Determinations
- Consensus of Evaluations

TAB B-9 DETERMINATION OF RESPONSIBILITY

1. The Determination of Responsibility is an evaluation of a prospective contractor's eligibility for an award. The Contracting Agency shall award contracts to responsible contractors only. This determination of responsibility is made based upon integrity and business ethics. If the business is a small business concern, the Contracting Officer must comply with FAR 19.6 Certificates of Competency and Determinations of Responsibility.

2. The following issues must be addressed in making a "Determination of Responsibility":

- a. Have adequate financial resources to perform the contract or the ability to obtain them
- b. Be able to comply with the required or proposed delivery or performance schedule
- c. Have a satisfactory performance record (Note: lack of history does not make a contractor's past performance unsatisfactory, see FAR 9.104-2)
- d. Have a satisfactory record of integrity and business ethics including tax laws, labor and unemployment laws, environmental laws, and consumer protection laws
- e. Have the necessary organization, experience, accounting and operational controls, and technical skills or the ability to obtain them
- f. Have the necessary production, construction and technical equipment or the ability to obtain them (this is a critical item in construction because of the equipment that may be required to perform the contract)
- g. Be otherwise qualified and eligible to receive an award under applicable laws (check the GSA debarred list website: <http://www.arnet.gov/epls/>)

3. When preparing the Determination of Responsibility, it is important to check the following areas:

- a. The Debarred List (see website shown above)
- b. CCAS list
- c. Call Bank or Financial Institution for credit line, credit history, record of integrity, business ethics
- d. Call references of previous or similar jobs (if a RFP can also use Past Performance information)
- e. Inform Small Business Administration if the Small Business does not meet above criteria. The Small Business Administration will issue a Certificate of Competency if they make the determination the Small Business Concern is capable of fulfilling the government contract. However the government Contracting Officer has the right to provide detailed information to the SBA in support of their non-responsibility position.

In this Tab Section the following documents are filed:

Determination of Responsibility Memorandum
Certificate of Competency
Correspondence with SBA Contractor on COC issues

References:

FAR 9.104-1 General Standards
DFARS 9.104-1 General Standards
Debarred List: <http://www.arnet.gov/epls/>

Exhibits:

Determination of Responsibility
COC letter to SBA

TAB B-10 VERIFICATION OF CCR AND EFT

1. In order for a potential contractor to be eligible for award, they must register in the Central Contractor's Registration. This is necessary for electronic deposit of payments.
2. The electronic funds transfer can be verified with DFAS if the person doing the request has been given access. Contact your finance office for details.

In this Tab Section the following documents are filed:

Copy of CCR
Copy of EFT

Reference(s) Website:

DFARS 204.73 Central Contractor Registration
Central Contractor's Registration (CCR): <http://www.ccr.gov/>

Exhibits: None

TAB B-11 SUBCONTRACTING PLAN

1. Prior to the award of a Construction Contract to a large business that has subcontracting possibilities, a large business must submit a subcontracting plan for approval. Subcontracting Plans are a requirement for construction procurements valued over \$1 million.
2. The National Guard Bureau's current targets for 2002 are: 60.3% Small Business, 11.2% Small Disadvantaged Business, 5.2% Women Owned Small Business, 3.0% Service Disabled Veteran Owned Business and 2.5% Hub Zone Small Business. If the Contractor fails to submit an acceptable subcontracting plan, the contractor is ineligible for award. The targets are changed annually. These targets are stated in the solicitation package in Section 00100, Instructions to Offerors.
3. The subcontracting plan must provide for subcontracting possibilities to the following types of small businesses: Small Business, Veteran Owned Small Business, HUBZone small business, disadvantaged business, and women owned business.
4. Prior to award, the CO reviews and scores the Subcontracting Plan in accordance with AFAR Appendix DD, Subcontracting Plan Evaluation Guide.

In this Tab Section the following documents are filed:

Contractor's Subcontracting Plan
Contracting Officer's Review/Approval of Subcontracting Plan

References:

FAR 19.7 The Small Business Subcontracting Program
FAR 52.219-9 Small Business Subcontracting Plan
DFARS 219.705-4 Reviewing the Subcontracting Plan
AFAR 5119.7 Subcontracting with Small Businesses, Small Disadvantaged and Women Owned Businesses



Exhibits:

- Contracting Officer's Review/Approval of Subcontracting Plan

TAB B-12 CONTRACT REVIEWS AND APPROVALS

1. Contract Reviews are based on the dollar value of the procurement. Typically contracts less than \$100,000 are reviewed at the Contracting Officer level. Procurements valued over \$100,000 to \$500,000 require the review of the Supervisory Contract Specialist (SCS/BCO) and Judge Advocate. Procurements greater than \$500,000 will require review by the Contracting Officer, SCS/BCO, Judge Advocate, and the Guard Bureau (NGB/AQ).

2. These reviews currently can be accomplished electronically in PD2. It is important that the electronic file contains all the important documentation for adequate review. Offices not accomplishing reviews electronically shall follow procedures specified by local SCS, JA and NGFARS 1.6.

In this Tab Section the following documents are filed:

Copy of electronic review in PD2. (Control Print Screen then open Word and paste on blank document)

Page Capture of electronic file

References:

NGFARS 1.6 Contracting Authority and Responsibilities

TAB B-13 MISCELLANEOUS CORRESPONDENCE

Any other documents not elsewhere listed that logically would be part of this Pre-award Section.

EXHIBIT B- 1 BID OPENING CHECKLIST

CHECKLIST FOR BID OPENING

CHECKLIST FOR BID OPENING

1. Draft Copy of Abstract of Bids ()
2. Record of Attendance and Bid Tabulation ()
3. Department of Treasury Cir 570 ()
4. Government Estimate ()
5. IFB Folder with copy of Plans & Specifications ()
6. Verify Correct Time ()
7. Advise Main Gate and Receptionist as to location of opening ()
8. Open and Record Bids ()
9. Read Government Estimate ()



EXHIBIT B-1 REVIEW OF BIDS/PROPOSALS

Review of Bids/Proposals

1. Have all amendments been acknowledged?
2. Is Bid Acceptance period equal to or greater than specified in the solicitation?
3. Bid Bond:
 - a. Facsimile copies unacceptable.
 - b. Bond executed on correct form.
 - c. Date of execution entered – date not later than date of bid opening
 - d. Name of principal entered
 - e. Name of principal identical with name on bid
 - f. Type of organization space completed. If corporation, state of incorporation.
 - g. Corporate Surety:
 1. Name of surety and state in which incorporated entered
 2. Surety listed on current list of approved sureties for appropriate amount
 - h. Penal sum entered and in sufficient amount to match bid amount.
 - i. Date of bid entered.
 - j. Principal Signature:
 1. Individual – signature identical to name on bid
 2. Partnership – Signature of partner
 3. Corporation – Signature of officer or agent
 4. Corporation – Seal or scroll impressed or affixed.
 - k. Name and address of surety entered in the appropriate space.
 - l. Surety Signatures

1. Bond signed for surety company
2. Power of Attorney by Surety giving authority to agent to execute bond in the appropriate amount.
 - m. Impression of corporate seal of surety affixed
 - n. Erasures, corrections, or other material alterations, if any, initialed by each person signing bond.
4. If additive bid items, has contractor included price for all items. If option line items, has contractor included price for all items.
5. If proposal, has Offeror provided all volumes that are on the solicitation?



EXHIBIT B-2 LETTER TO REJECTED BIDDER

OFFICIAL LETTERHEAD

Date

MEMORANDUM FOR COMPANY NAME
37600 ANY STREET
SOMEWHERE, MI 48312

FROM: Contracting Office
Address
City and State

SUBJECT: Invitation for Bid DAHANo. _____, VGLZ No. _____ "Description"

1. Your bid in response to subject Invitation for Bid has been reviewed and evaluated by this office. Your bid is rejected as non-responsive because you qualified your offer on the SF 1442, Solicitation, Offer and Award by completing Paragraph 17 as follows: "The offeror agrees to perform the work required at the prices specified below in accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within 60 calendar days after the date offers are due." Paragraph 13D on the SF 1442 clearly states that offerors providing less than 90 calendar days after offers are due will not be considered and will be rejected.
2. Although your bid could not be considered for award, the Government appreciates the time and effort put forth in submitting your bid in response to this Request for Proposal. Please be assured that your firm will remain on the active bidders list of this activity.

Contracting Officer

Certified Mail No.

EXHIBIT B-2 LETTER OF NON-RESPONSIVENESS

OFFICIAL LETTERHEAD

Date

MEMORANDUM FOR COMPANY NAME
ADDRESS
CITY AND STATE

FROM: CONTRACTING OFFICE
Address
City and State

SUBJECT: Acknowledgment of RFP, DAHA_____, "Description"

1. This letter is to confirm our telephone conversation this afternoon regarding subject Request for Proposal. The proposal, as submitted on (Date), is incomplete and considered nonresponsive to this project. As per the General Instructions to TOC Contractors, Design-Build Delivery Order, Page 1 of 9 Paragraph II, "The Contractor shall submit an original and five (5) copies of proposal (All Volumes) no later than 4:00 p.m., 16 July 01" your proposal was on time but lacked any data regarding Performance Capability (Volume II) as stated on Page 2 of 9. A proposal revision will not be considered.
2. A debriefing may be requested, in writing, within five (5) days after receipt of this letter in accordance with FAR 15.505.
3. The Government appreciates the time and effort put forth in submitting your proposal in response to this request.
4. If you should have any questions, please contact the undersigned at xxx-xxx-xxxx.

Contracting Officer

Certified Mail No.

EXHIBIT B-2 NOTICE OF ELIMINATION FROM COMPETITIVE RANGE

OFFICIAL LETTERHEAD

Date

MEMORANDUM FOR: COMPANY NAME
ADDRESS
CITY AND STATE

FROM: CONTRACTING OFFICE
Address
City and State

SUBJECT: Request for Proposal DAHA No. _____, "Description"

1. Your proposal in response to the above RFP was received and evaluated by this office. Your proposal has been eliminated from the competitive range.
2. Your proposal did not provide complete Volumes 1, 2 and 3. The instructions to submitting a proposal were stated in the Solicitation, Sections 00110 and 00120. A debriefing may be requested within 5 days after receipt of this letter. A revised proposal will not be considered.
3. The Government appreciates the time and effort put forth in submitting your proposal in response to this request. If you should have any questions, please contact Contract Specialist at xxx-xxx-xxxx.

Contracting Officer

Certified Mail No.



EXHIBIT B-4- LETTER REQUEST VERIFICATION OF BID

OFFICIAL LETTERHEAD

Date

MEMORANDUM FOR: COMPANY NAME

Address
City and State

FROM: Contracting Office
Address
City and State

SUBJECT: RFP DAHA20-01-B-XXXX, PROJECT: -----,

1. Your bid price of \$ ____ is \$ _____ below the Government estimate of \$ _____. Request you examine your bid in detail, and upon completion submit a letter to the Contracting Officer verifying your bid. In verifying your bid, your attention is directed to the requirement to pay wages established by the schedule of wages, Decision No. ____ dated as amended. In the even you allege a mistake in bid, you must make a written request indicating your desire to either withdraw or modify your bid. Your request must be supported with a "Sworn Statement" and shall include all pertinent evidence such as bidders file copy of bid, the original work sheets, man-hours, price list for material, and any other evidence which convincingly establishes the existence of the error(s), the manner in which it occurred and the bid actually intended.
2. If you have any questions regarding this request, please contact the undersigned at xxx-xxx-xxxx..

Contracting Officer



EXHIBIT B- 6 NEGOTIATION PREPARATION AND NEGOTIATION DOCUMENTATION

The following information is provided as an overview of subject matter to be considered when preparing for your negotiations. The information is by no means all-inclusive but provides you with a sufficient start toward achieving your objectives.

PREPARATION:

1. Organize the negotiation team.

- a. Identify the Chief negotiator
- b. Identify support personnel
 - Technical representative(s)
 - Engineers
 - Legal advisors

2. Identify the negotiation issues.

- a. Cost
 - Proposed Labor Rates
 - Overhead Rates, Direct Labor Overhead and G&A
 - Other Direct Costs
 - Profit
 - Materials/Equipment
 - Bonds/Insurance
- b. Labor, Performance, or Technical
- c. Other unusual terms or conditions

3. Fact Finding/Research.

- a. Audit reports
- b. Previous contracts-same contractor
- c. Outside recommendations
- e. Other pertinent documents from other files/contracts
- f. Problems on prior contracts for similar work

4. Negotiation Situation.

- a. Extent of competition
 Sole Source/Competitive
 Source Selection
 Best Value
- b. Knowledge of requirement/negotiation experience
- c. Time constraints
- d. Importance of contract

5. Develop Objectives.

- a. Fair and Reasonable price Minimum/Maximum acceptable objective
 - Target objective
- b. Satisfactory performance
 - Timely delivery/realistic performance schedule
 - Possible alternatives
- c. Elimination of restrictive terms and conditions

6. Establish position.

- a. Prioritize the issues
- b. Determine acceptable price range
- c. Identify possible concessions
- d. Identify special contract requirements Warranties, Accelerated performance, etc.

7. Establish Negotiation Agenda.

- a. Determine order in which issues will be discussed
- b. Determine who will speak and when
- c. Identify (if practical) scheduled "breaks" in negotiations

8. Conduct Negotiations.

- a. Provide Prenegotiation briefing as required
- b. Prepare negotiation site
- c. Introductions
- d. Conduct Discussions
- e. Reach agreement
 - Table areas of disagreement
 - Attempt mutual problem solving
 - Consider alternatives/concessions
- f. Conclude negotiation

EXHIBIT B-6 POM FORMAT

The following format provides subject matter categories to be used in the preparation of the Prenegotiation Memorandum (POM). The major categories should be incorporated into the POM as/if applicable. We have attempted to simplify this format. The documentation herein should be in sufficient detail to provide the rationale, objectives, and course of action you plan to follow.

POM FORMAT

1. Background Data: Include the contractor's name/address, solicitation number, brief description of what is being purchased, and funding data.

2. Introductory Summary: Provide comparative figures summarizing the pricing elements of the requirement. The example below is not all inclusive of the elements of cost you may be required to analyze.

EXAMPLE	Contractor		Objectives		
	<u>Proposal</u>	<u>IGE</u>	<u>MinMax/Target</u>		
Labor	\$	\$	\$	\$	\$
Materials	\$	\$	\$	\$	\$
ODC	\$	\$	\$	\$	\$
Overhead	\$	\$	\$	\$	\$
G&A	\$	\$	\$	\$	\$
Profit	\$	\$	\$	\$	\$
Bonds/Insurance	\$	\$	\$	\$	\$
Subcontracting	\$	\$	\$	\$	\$
TOTALS	\$	\$	\$	\$	\$

3. Particulars: Identify the dates, places, and participants in fact finding. You may also want to summarize the information surfaced during fact finding in this section referring to the more in-depth document filed in the contract folder.

4. Acquisition Situation: Briefly describe the negotiation action. Identify the major considerations/objectives and any other unique aspects of the situation. You may also address outside influences or time pressures associated with the acquisition, and restrictions/limitations imposed by federal statute.

POM Format - Continued

5. Prenegotiation Summary: Briefly describe what your objectives are and how you developed them. Describe what course of action(s) you intend to take to reach your objectives. You may also discuss alternatives to be used if your objectives are not/cannot met. Discussion on use of weighted guidelines or alternative weighted guidelines method of determining profit objective should also be discussed here.

6. Miscellaneous: Identify other reports, technical evaluations, field technical reports, etc. which may have an impact on your negotiations.

7. Review/Approval Signature Blocks: Provide as required.

EXAMPLE:

POM Prepared By: _____ Date: _____

(Title/Position)

Approved: _____ Date: _____

(Title/Position)

Concur LEGAL SIGNATURE BLOCK



EXHIBIT B-6 PRICE NEGOTIATION MEMORANDUM (PNM) FORMAT

PART I

1. Subject: As a minimum this section should include the following:

- 1. Contractor name**
- 2. Contractor Address**
- 3. Contract Number**
- 4. Description of requirement**
- 5. Award Amount and accounting data**

2. Introduction: As a minimum this section should include the following:

- 1. Type of contract and negotiations**
- 2. Summary of negotiations**
- 3. Comparative figures summarizing the negotiations**

EXAMPLE

				Proposed	IGE	Objective	Negotiated
Labor	\$	\$	\$				
Material	\$	\$	\$	\$			
ODC	\$	\$	\$				
Overhead	\$	\$	\$	\$			
Profit	\$	\$	\$				
Bonds/Ins.	\$	\$	\$	\$			
Subcontracting		\$	\$	\$	\$		
Totals	\$	\$	\$				

Note: The categories shown above are not all inclusive of those that could be included in your table. What you include depends upon the project, type of contract, etc..

PNM Format - Continued

Part II

3. Particulars: As a minimum this section should include the following without repeating information already described above:

1. Dates and places of Fact Finding, pre-negotiation review, and negotiations.
2. Names and titles of participants in pre-negotiation review.
3. Names and titles of participants in attendance at negotiations
(identify principal negotiators for government and contractor).

4. Acquisition Situation: As a minimum, this section should include the following:

1. Outside influences and time pressures/constraints.
2. Previous history (if any) relative to this acquisition.
3. Discuss factors influencing negotiations.

5. Negotiation Summary: This section of the PNM discusses "what happened" during negotiations. There isn't any set information to be included here but you should provide narrative comment for each element of the contractor's proposal, especially those areas, which were discussed during negotiations. This section should be as precise as possible. You should provide the reasoning supporting the objective and any significant departures from it moving towards agreement. Significant differences between the objective and comments and/or recommendations from advisory reports/evaluations should also be documented here. The final documentation of this section should address the reasonableness of the final negotiated price as compared to the government objective(s).

6. Miscellaneous: This final section should include reference to and remarks regarding such things as audit reports, field pricing support, technical support, CO analysis, etc..

7. Review/Approval Signature Blocks: Provide as required.

EXAMPLE:

POM Prepared By: _____ Date: _____

(Title/Position)

Approved: _____ Date: _____

(Title/Position)

CONCUR: LEGAL SIGNATURE BLOCK

EXHIBIT TAB B-6 PNM (No Price issues)

Pre-Negotiation Memorandum (POM)
DAHA20-01-R-00XX, VGLZ ---
TITLE OF PROJECT

1. Background Data: This Pre-Negotiation Memorandum is for Project _____ at _____.. This solicitation is to award a construction contract to _____ at _____.. This is a Congressional Ad project to be awarded Fiscal Year 01. Contract Performance period is through (Date). A Firm Fixed Price Contract will be awarded.

2. Introduction Summary: This is a Congressional ad to _____ at _____. The scope of work involved _____ -

The proposals are being evaluated with past performance and technical approximately equal to price. Five proposals were received for the subject project and three firms remain in the competitive range.

The purpose of the negotiations is to open discussions to clarify various issues. There will be no negotiations regarding cost. However, the Contractors will be asked to verify their pricing for line items 0006.

The attendees of the discussions include the Source Selection Evaluation Board.

Names _____ -

The Contractors will also be requested to address specific weakness and deficiencies regarding their proposals.

3. Particulars:

A. Offeror No. 1 – The Red Company:

1. Request to verify that a credit was provided in the pricing for line item 0012 as described above.

2. Verification of the percentage amount to be subcontracted.

3. Technical Evaluation:

a. Additional information regarding the electrical work operations, and previous installations

b. Progress Schedule appears to have 5 areas under construction at the same time, needs explanation. Also, an explanation as to how the field electrical would be controlled and coordinated with the civil work?

c. Identification of the Construction Equipment

d. Material and Product Compliance: requires more detailed information.

B. Offeror No. 2, Blue Construction Inc

1. Request to verify that a credit was provided in the pricing for line item 0012 as described above.
2. Verification of electrical superintendent and field superintendent, resumes were not provided.
3. Identification of electrical subcontractor and supplier.
4. Identification of construction equipment and plant.

C. Offeror No. 3 – Brown Inc.

1. Request to verify that a credit was provided in the pricing for line item 0012 as described above.
2. Verification of Site Superintendent and Project Manager and resumes.
3. Identification of the project superintendent and electrical superintendent.
4. Identification of the independent test lab.
5. Progress Schedule does not appear to be a realistic plan. Requesting clarification.
6. Identification of the material sources.

4. Acquisition Situation:

A. Solicitation DAHA _____, _____ was issued on (Date).

1. Amendment 0001 was issued on (Date) to change the line item schedule and incorporate Addendum No. 1.

2. Amendment 0002 was issued (Date) to incorporate a revised Wage Determination and Addendum No. 2.

3. On (Date), a letter was mailed to the contractors requesting clarification of the subject items. The letter also requested discussions on the Technical section with the three remaining firms. The contractors were invited to bring their key personnel and subcontractors, which included the site superintendent, electrical superintendent, paving superintendent, electrical superintendent, quality control manager up to five persons to the discussions.

B. This Pre-Negotiation Objective was established (Date).



C. Discussions are scheduled for (Date) in the Supply Office Conference Room with the three firms remaining in the competitive range.

5. Pre-negotiation Summary:

The Government will review the revised written proposals which are due (Date) and discuss any other obvious errors which have not been corrected. The three remaining offerors were requested in writing to describe verbally their understanding and approach to executing the project during the discussions. This information was also requested in writing in the RFP, however satisfactory narratives addressing this topic were not provided by any of the offerors. Therefore discussions will be held to validate that the Contractors have an understanding of the scope of the project. The SSEB will discuss with the remaining 3 firms, the information as stated in the RFP, Section 00110, Volume 3, Technical Information, the evaluation factors: Project Management, Progress Schedule, Construction Equipment and Plant, Material and Product Compliance. Price will not be discussed.

6. Negotiation Objective:

The objective of the negotiation is to evaluate the remaining three (3) firms in the competitive range. The prices of all three firms are less than the Government Estimate for the Basic Line Items, 0001 through 0007. At the conclusion of the discussions, a final amendment will be issued to those firms remaining in the competitive range requesting a final proposal revision.

Contract Specialist

Approved by:

Contracting Officer

Concur/:

Wing Judge Advocate

EXHIBIT B-6 PNM (Note: Non-price issues)

Price Negotiation Memorandum (PNM)
DAHA20-01-R-XX, Project VGLZ
TITLE



1. **Background Data:** Discussions/Negotiations were held with the three (3) remaining firms in the competitive range for Project VGLZ, "TITLE" at _____. This solicitation is to award a construction contract to _____ at _____. This is a Congressional Ad project to be awarded Fiscal Year 01. Contract Performance period is through 15 Apr 03. A Firm Fixed Price Contract will be awarded as a result of successful negotiations if approved by the Source Selection Authority.

2. **Introduction Summary:** This is a Congressional add to _____ at Selfridge ANGB, Michigan. The scope of work involved for this solicitation consists of, but is not limited to services to provide all plant, labor, materials, equipment and appliances necessary to _____ at Selfridge ANGB, Michigan. The work includes but is not limited to: Brief Description of work

The proposals are being evaluated with past performance and technical approximately equal to price. Five proposals were received for the subject project and three firms remained in the competitive range.

The purpose of the negotiations was to open discussions to clarify various issues. Negotiations were conducted during the period (Date) to (Date). There were not any negotiations regarding cost only clarifications. Each offeror were sent two separate letters identifying their weaknesses/deficiencies and requesting that a presentation/discussion be held on (Date). Describe Amendments. Amendment 0008 also informed the offerors that discussions were closed and requested final proposals due on (Date).

The attendees of the discussions held on (Date) included the Source Selection Evaluation Board.

LIST OF ATTENDEES

The following offerors participated:

Offeror No. 1 Blue Inc: *List of attendees*

Offeror No. 2 Red Construction Company: *List of Attendees*

Offeror No. 3 Brown Inc *List of Attendees*

3. **Negotiation Particulars:**

A. Offeror No. 1 – Blue Inc.

Discuss Negotiation particulars.

1. Technical Evaluation:

- a. Additional information regarding the electrical work operations and previous installations. Offeror No. 1 provided all the additional information that was requested regarding the electrical material supplier and electrical subcontractor.

b. Progress Schedule appears to have 5 areas under construction at the same time, needed explanation. An explanation as to how the field electrical would be controlled and coordinated with the civil work also requires explanation. Offeror No. 1 clearly defined how the project would be executed. The options were explained and discussed how they would impact the progress schedule

c. Identification of the Construction Equipment and Plant, rubblelization and stabilization equipment and batch plant. These items were identified in writing.

d. Material and Product Compliance: Offeror No. 1 provided data related to the material source.

B. Offeror No. 2, Red Construction Inc

Discuss particulars.

C. Offeror No. 3, Brown Inc.

Discuss particulars.

4. **Negotiation Summary:**

Contractor	Base	Options
Original Proposals		
a. Blue Inc.	\$15,000,000	\$4,700,000
b. Red Construction Co.	\$14,500,000	\$4,300,400
c. Brown Inc.	\$14,000,000	\$4,145,000
Final Proposals		
a. Blue Inc.	\$14,900,000	\$3,500,000
b. Red Construction Co.	\$14,700,000	\$3,600,000
c. Brown Inc.	\$13,800,000	\$3,500,000
Government Estimate	\$15, 200,00	\$3,456,586

5. **Award Recommendation:** Based on the fact that cost/price analysis was evaluated using reasonableness, realism, and completeness, and Best Value procedures were utilized in accordance with the RFP, the final proposed price by Blue Inc of \$14,900,000 for the Base Line Items and \$3,500,000 for the Options is considered fair and reasonable, and award is recommended.

MARY SMITH



Contract Specialist

//signed//

Concur/~~Non~~cur:

JANE DOE, Lt Col, MI ANG
Wing Judge Advocate

Approved by:

JOHN DOE
Contracting Officer





EXHIBIT B-8 SOURCE SELECTION SENSITIVE COVER SHEET

FOR OFFICIAL USE ONLY

**SOURCE SELECTION
SENSITIVE**

**THIS IS A COVER SHEET
DO NOT DEFACE**

ONLY INDIVIDUALS WHO HAVE COMPLETED AND RECEIVED A SOURCE SELECTION INFORMATION BRIEFING CERTIFICATE FOR THE SOURCE SELECTION ASSOCIATED WITH THE ATTACHED DOCUMENT(S) MAY HAVE ACCESS TO THE SOURCE SELECTION INFORMATION CONTAINED IN THE ATTACHED DOCUMENTS(S)

RETURN TO:

US GOVERNMENT INFORMATION ATTACHED – SAFEGUARD AT ALL TIMES

SOURCE SELECTION SENSITIVE
FOR OFFICIAL USE ONLY



EXHIBIT TAB B-8 SUMMARY EVALUATION REPORT

SUBJECT: SUMMARY EVALUATION REPORT OF RFP DAHA20-01-R-XXX, TITLE

1. The Source Selection Evaluation Board consisted of:

Names of Board members

2 Five proposals were initially received. Two offerors were eliminated from the competitive range, ABC General Contractors was eliminated due to cost/price. The other offeror XYZ Company was eliminated due to their technical proposal. The remaining revised proposals were received on 15 May 2001 at 1500 hours. All (3) contractors acknowledged the two additional amendments (0006 and 0007) and provided revised price proposals. Letters were sent out to the three firms in the competitive range. The letters addressed the apparent weaknesses and deficiencies in their individual proposals. The three firms were invited to discuss their proposals on 5 Jun 2001. These discussions included discussing the approach to the project schedule requirements, bringing their key personnel including the Project Superintendent, Paving Superintendent, Electrical Superintendent, Quality Control Manager and Safety Manager. The RFP in Section 00110 asked for this information in the written proposal in Volume 3, Technical.

3. The team convened on 5 Jun 2001 to review the revised proposals and conduct oral communications and clarifications with the three contractors in the competitive range. During these communications, the Contractors were asked to provide a 30 minute presentation which included discussing their key personnel and subcontractors who would be on site during construction, safety and quality control methods, equipment dedicated to the project and material suppliers. The Contractors were also asked to discuss their approach to the project and schedule requirements in a manner that demonstrated their knowledge of the project and construction expertise that would ensure quality workmanship, safety and a timely completion. Key members of the team were invited including the project superintendent, paving superintendent, electrical superintendent, quality control and safety manager. After the presentation, the source selection team would ask questions for 30 minutes of the offeror's team.

4. Discussions were held with the three remaining contractors. On 1 Jul 01, the three (3) remaining offerors were verbally requested to clarify their pricing for Item 0006.

5. Offeror No. 1, Red Company

A. Past Performance ratings were based on the past performance questionnaires which were received from seven (7) previous local and state government contracts within the last 3 years. Twelve (12) questionnaires were mailed. The Source Selection Evaluation Board (SSEB) did not have any previous experience with this subject offeror that was recent and relevant to the subject project.

1. Quality Control, Management Effectiveness, Pricing, and Compliance with Labor Standards were ranked Very Good. Timely Performance and Compliance with Small Business Concerns were ranked Satisfactory.

2. Overall Past Performance was rated Very Good.

B. Technical Performance ratings were based on the written proposals and oral discussions that were conducted on 29 August 2001 at Selfridge ANG Base, MI.

1. Project Management overall was rated Excellent because the subject offeror appeared to have a very cohesive team who worked together previously on relevant and similar projects and had a clear understanding of the project requirements. The basis for this rating is based on the evaluation of the Project Management Ability, Subcontracting Support Capability, Project Execution and Technical Capability and the Quality Control Plan.

Project Management Ability: The project team that was proposed performed as a project team previously on similar projects of the same magnitude.

Subcontracting Support Capability: The electrical subcontractor, Blue Electric, has an ongoing subcontractor relationship with the subject contractor doing previous electrical lighting projects. Blue Electric had a clear understanding of the electrical specification.

Project Execution and Technical Capability Overview: The contractor demonstrated a clear understanding of the project requirements. Ninety percent of the equipment proposed to accomplish the work is less than 6 years old. The subject contractor has an adequate in-house personnel to accomplish the 20 percent limitation.

Quality Control Plan: The independent testing lab demonstrated a clear understanding of the quality control testing requirements. A trailer would be set up on the construction site to monitor the quality control requirements.

Safety Plan: The offeror has a corporate safety program including weekly meetings at the construction site. They also perform daily clean up at the job site. The Offeror provided his EMR rating of .76. Their proposed subcontractors all had EMR Ratings of less than 1.0.

2. The Progress/Project Schedule was rated as Excellent. When the proposal was evaluated it first appeared to be rather aggressive. During the oral presentation, the Red Company explained that starting in May and working 10 to 12 hour days 6 days a week in May and June would be the best approach due to the weather. They had a clear plan of how they would execute the project.

3. Construction Equipment and Plant were rated as Excellent. The in-house equipment to be utilized on the project was less than 6 years old. The paving and concrete equipment according to Green Construction was between 1 to 3 years old.

4. Material and Product Compliance was rated as Excellent. The firm had a clear understanding of the material requirements and provided data as to the source of the lime, alkaline results for the cement and a source for the cement supplier. They were also aware of the maximum aggregate size.

The Technical Rating Overall was rated Excellent based on the above data for Offeror No. 1.

C. The Cost Factor was evaluated based on the following criteria:

1. Reasonableness: The price proposed by Offeror No. 1 was 1.7% below the Government Estimate. Based on market, technical and functional capabilities the Offeror appears to have a clear understanding of the project requirements. This area was rated High Confidence.

2. Realism: The Offeror's proposal appears to have been estimated with reasonable economy and efficiency without sacrificing a quality product. During oral communications, the Offeror explained that the electrical subcontractor and supplier were selected based on a understanding of the specifications and their previous subcontractor relationship, not the lowest price. This area was rated High Confidence.

3. Completeness: The proposal appears to have been thoroughly evaluated to support all the details of the plans and specifications. The offeror provided a written breakdown of the costs for line item 0012. This area was rated with High Confidence.

Overall, Offeror No. 1 The price offered was determined to be fair and reasonable with High Confidence and Low Risk.

Strengths: Offeror No. 1 has considerable experience doing similar work as this project. The Offeror has an ongoing relationship with their subcontractors. The Offeror demonstrated a clear understanding of the project, testing, and quality control requirements. The project team that they are proposing appears to have the experience and capability to handle a project of this magnitude. They clearly identified all their subcontractors, supplier and materials that they intend to utilize on the project, as required by the RFP. The progress schedule was logically explained and the construction sequenced to achieve a quality job. The Contractor addressed all the elements in his written proposal, during the presentation and also in his final proposal. Overall, Offeror No. 1 demonstrated the technical knowledge, team cohesiveness and understanding of the project requirements that is essential to a successful project completion.

Weaknesses: The rubbilization equipment listed only one previous job; oral communications indicated they had completed numerous jobs. The written progress schedule showed five areas under construction at the same time but this was explained in the oral communications.

Uncertainties: There are no uncertainties. All the issues were addressed.

Deficiencies: There are no deficiencies.

6. Offeror No. 2, Yellow Construction Inc.

A. Past Performance ratings were based on the past performance questionnaires which were received from ten previous local and state government contracts within the last 3 years. Fifteen (15) questionnaires were mailed. The Source Selection Evaluation Board (SSEB) has had previous experience with this subject offeror for various paving projects at SANGB.

1. Quality Control, Management Effectiveness, Timely Performance, Pricing, and Compliance with Labor Standards were ranked Very Good. Compliance with Small Business Concerns was ranked unknown as the questionnaires came back with that area marked not applicable.

2. Overall Past Performance was rated Very Good.

B. Technical Performance ratings were based on the written proposals and oral communications that were conducted on 15 May 2001 at Selfridge ANG Base, MI.

1. Project Management overall was rated Unsatisfactory because the various elements which comprised the Project Management were lacking in a very key area, the _____ portion. Offeror No. 2 proposed a subcontractor who did not demonstrate adequate knowledge of the specifications.

Project Management Ability: The project superintendent proposed for this project is well known and respected by Base Personnel. He has several years of supervisory construction experience. However, the proposal did not demonstrate adequate in house airfield experience.

Subcontracting Support Capability: The subcontractor did not appear to understand the magnitude of the work involved based on the written proposal and during the oral communications. Neither the original or revised written proposal addressed the material supplier which is critical to the success of the project. During discussions, the offeror was requested to provide a resume for the _____ superintendent. The proposed superintendent had a __ project at SANGB and also one at _____. However, dates as to when the work was done were not provided. The offeror did propose an experienced concrete subcontractor. The testing lab representative at the presentation did not appear to have an understanding of the concrete specification.

Project Execution and Technical Capability Overview: The contractor did not demonstrate a clear understanding of the project requirements. They do not have previous _____ experience and their selection of a subcontractor who did not possess an acute knowledge of the technical specifications jeopardizes the successful completion of the project.

Quality Control Plan: An independent testing lab would be located at the construction site. The testing firm has had previous satisfactory experience on the Base.

Safety Plan: The firm has a corporate safety program. The only conflict that was questioned by the SSEB was the Production and Safety Manager who are the same person. The Offeror did not have a problem with this issue because he felt the Production Manager was the ultimate safety person for his crew. The Offeror provided his EMR rating of .89. Their proposed subcontractors all had EMR Ratings of less than 1.0.

2. The Progress/Project Schedule was rated as Good. The proposal shows mobilization starting in mid May. Preliminary site work would begin at that time. The main concern of the SSEB was the installation of the electrical equipment since an electrical supplier had not been selected.

3. Construction Equipment and Plant were rated as Good. The written proposal provided adequate information regarding the equipment. The equipment was between 1 to 3 years old.

4. Material and Product Compliance was rated as Satisfactory. The offeror did not have a designated electrical supplier, this statement could not be made.

The Technical Rating overall was rated Unsatisfactory. Explain reasoning.

C. The Cost Factor was evaluated based on the following criteria:

1. Reasonableness: The price proposed by Offeror No. 2 was 3.2% below the Government Estimate. Based on market, technical and functional capabilities the Offeror appears to have a clear understanding of the _____ but not the electrical section of the project requirements. This area was rated with Somewhat Confidence because of the fact that an electrical material supplier was not selected, the SSEB was unsure how pricing was developed for this portion of the work. The RFP requested that the firm providing the electrical supplies be identified, the offeror failed to comply. The Reasonableness of the proposal was rated Somewhat Confident.

2. Realism: The Offeror's proposal appears to have been estimated based primarily on the ____ work, there is not enough evidence to suggest that firm pricing was developed for the electrical supplies since an electrical supplier has not been identified. During oral communications, the Offeror stated he was still getting pricing for the electrical materials. This area was rated Somewhat Confident.

3. Completeness: Since the proposal appears to be lacking an understanding of the electrical requirements, the SSEB was unsure if the offeror addressed all the elements of the plans and specifications. This area was rated Somewhat Confident.

Overall the price offered by Offeror No. 2 was determined to be Somewhat Confident with Moderate Risk.

Strengths: Offeror No. 2 proposed a Site Superintendent with considerable construction management experience.

Weaknesses: Offeror No. 2 did not identify all subcontractors, supplier and materials that were intended for use on this project..

Uncertainties: The overall quality of how the project would be accomplished cannot be determined due to a lack of understanding of the electrical portion. Also, an electric material supplier was not selected and this area created serious doubts as to what equipment would be submitted for the project.

Deficiencies: The major deficiency is the lack of a qualified electrical subcontractor with recent experience. This information was not conveyed in the written proposal or during oral communications.

7. Offeror No. 3, Brown Inc

A. Past Performance ratings were based on the past performance questionnaires which were received from eight (8) previous local and state government contracts within the last 3 years. Fifteen (15) questionnaires were mailed.

1. Quality Control, Timely Performance, Management Effectiveness, Pricing, and Compliance with Labor Standards were ranked Satisfactory. Compliance with Small Business Concerns was ranked unknown as the questionnaires came back with that area marked not applicable. The respondents in Michigan were overall Satisfactory for management effectiveness.

2. Overall Past Performance was rated Satisfactory.

B. Technical Performance ratings were based on the written proposals and oral communications that were conducted on 15 May 2001 at Selfridge ANG Base, MI.

1. Project Management overall was rated Unsatisfactory because the various elements which comprised the Project Management were lacking in several areas. Offeror No. 3 proposed a site superintendent or project manager (unclear) with only 1 month having worked for the offeror and no previous construction field management experience. A complete breakdown of the deficiencies is explained in detail below. The basis for this rating is based on the evaluation of the Project Management Ability, Subcontracting Support Capability, Project Execution and Technical Capability and the Quality Control Plan.

Project Management Ability: . Explain analysis.

Subcontracting Support Capability: The prime contractor intends to perform all major components of the construction project including the earthwork etc. The electrical subcontractor was identified.

Project Execution and Technical Capability Overview: Explain analysis.

Quality Control Plan: An independent testing lab would be located at the construction site. The testing firm has had previous satisfactory experience on the Base.

Safety Plan: The firm has a corporate safety program. The Offeror provided his EMR rating of .96. Their proposed subcontractors all had EMR Ratings of less than 1.0 with the exception of one subcontractor, whose EMR rating for 2000 was 1.05.

2. The Progress/Project Schedule was rated as Satisfactory. The Contractor initially proposed two progress schedules, only one of which met the deadline. The Contractor was asked in a letter dated 17 Aug 01 to explain how the airfield lighting could be installed before the paving. On 27 Aug 01, John Carlo Inc. submitted two revised progress schedules.

3. Construction Equipment and Plant: was rated as Good. The written proposal stated the age of the asphalt and concrete equipment is less than 5 years old for 90 percent of its equipment.

4. Material and Product Compliance was rated Satisfactory. During the discussions, the management did not know where they would be getting the material.

C. The Cost Factor was evaluated based on the following criteria:

1. Reasonableness: The price proposed by Offeror No. 3 was 15% below the Government Estimate. The SSEB does not have confidence in the offeror's price because of the apparent disparity in pricing between the Government Estimate and also, the next low offeror. The pricing of Offeror's No. 1 and 2 were within 3% of the Government Estimate. The SSEB placed significant weight on the Government Estimate because the AE in developing his estimate used pricing from _____ and the local labor market. Based on market, technical and functional capabilities discussed above, the Offeror does not appear to have a clear understanding of the project requirements. This area was rated Low Confidence.

2. Realism: The Offeror's proposal does not appear to have been estimated with reasonable economy and efficiency without sacrificing a quality product. During oral communications, the Offeror's understanding of the specifications was clearly deficient. Also, the electrical subcontractor indicated a material supplier had not been selected, but the written indicated _____. This inconsistency was never corrected in the final proposal, therefore it is questionable how realistic is the offeror's price. This area was rated Low Confidence.

3. Completeness: The offeror appears to be lacking an understanding of the specifications. The SSEB was unsure if the offeror addressed all the elements of the plans and specifications. This area was rated Low Confidence.

Overall, the Offeror's price was rated Low Confidence with High Risk.

Strengths: Offeror No. 3 *explain strengths*

Weaknesses: Offeror No. 3 *explain weaknesses*

Uncertainties: Offeror No. *if any...*

Deficiencies: Offeror No. 3 did not demonstrate ... *EXPLAIN*

JERRY SMITH

MARK JONES
Contracting Officer

Date: Chairman

EXHIBIT B-8 SOURCE SELECTION DECISION DOCUMENT

SOURCE SELECTION DECISION DOCUMENT

TITLE _____

PROJECT NUMBER: _____

RFP: No. _____

Date: _____

1. **DECISION STATEMENT:** As Source Selection Authority for this acquisition, I have determined that the proposal submitted by _____ in response to the Request for Proposal provides the best overall value to satisfy the needs of Selfridge Air National Guard Base, Michigan to successfully complete the construction of Project VGLZ . This selection was made based on the factors and sub-factors established in the solicitation, my integrated assessment and a comparison of the strengths, weaknesses and risks of the proposals submitted in response to this solicitation and the information received and documented by the SSEB during discussion. In making this assessment I utilized the SSEB consensus evaluation comparison and summary report. . I also reviewed the written comment sheets of the individual voting members and advisors. Where clarification was deemed necessary the offerors' proposals were also reviewed. This memorandum document is the basis for my decision.

2. **BRIEF DESCRIPTION OF THE PROJECT.** This is a construction project to XXXXXXXX The Maximum Construction Cost (MCC) for the basic proposal line items is \$XXX.

3. **DESCRIPTION OF THE BASIS FOR AWARD, INCLUDING THE MAJOR FACTORS AGAINST WHICH PROPOSALS WERE MEASURED AND THEIR RELATIVE ORDER OF IMPORTANCE.** In accordance with the solicitation stated basis for award, the award will be made to the single offeror whose proposal complies with the RFP's requirements and is judged to represent the Best Value to the Government. The three factors used to evaluate the proposals were technical approach and past performance which when combined are approximately equal to price or cost. The technical factors included: Project Management, Progress Schedule, Construction Equipment and Plant, and Material and Product Compliance. The technical factors all have equal weight. Past Performance factors included: Quality Control, Timely Performance, Management Effectiveness as the most significant factors. Price Evaluation was based on the following factors: Reasonableness, Realism and Completeness.

4. **LIST OF OFFERORS IN THE COMPETITIVE RANGE.**

5. **RATIONALE FOR BUSINESS JUDGMENTS AND TRADEOFFS.** The SSEB initial technical review of the three remaining offerors found them all to be rated as "susceptible to being acceptable". The need for clarifications and discussion was realized as no offeror provided a proposal without deficiencies, and award could not be made to an offeror with deficiencies. Describe if discussions were conducted or not.

- A. Past Performance
- B. Technical
- C. Price

6. SUMMARY:

In summary, based on my integrated assessment of all the proposals in accordance with the specified evaluation factors and sub-factors, it is my decision that ABC Inc. offers the best overall value to the Government.

Date: _____

MARY SMITH
Source Selection Authority



EXHIBIT B-8 COMPETITIVE RANGE DETERMINATION

SUBJECT: DETERMINATION OF COMPETITIVE RANGE FOR RFP DAHA20-01-RXXXX, PROJECT TITLE

1. The Source Selection Team consisted of:

List individuals

2. Five proposals were received by the due date. The five proposals were reviewed by the Contracting Officer, Mary Smith, prior to the team evaluations to ensure that all proposals were considered responsive. All five proposals were considered responsive.

4. . The pricing on the five proposals were then logged on the abstract. Prices were checked and evaluated. The proposal from ABC General Contractors did not include any relevant Past Performance experience and their price was determined to be outside a reasonable range. The Source Selection Authority (SSA), John Doe, was notified and concurred. A certified letter was sent to ABC General Contractors on 1 Mar 2001 informing ABC that the firm was eliminated from the competition.

5. The team met on 15 Mar 2001 to review and evaluate Volume 3, Technical. Review of the proposals was accomplished using the Source Selection Plan and the Solicitation, Sections 00110 and 00120 to ensure that the offerors' proposals were being evaluated thoroughly and properly.

6. The Volume 3 Technical proposals from all offerors had deficiencies which need to be addressed. However, the XYZ Company's technical proposal was determined to be unsatisfactory overall. This determination was based on several factors. The main portion of the work on this project is ____, but ABC Company had no previous experience with ____, i.e. they did not have a previous ongoing relationship with the subcontractor. The technical proposal that was presented by the ABC Company focused on their electrical expertise and not the ____ portion. It appeared from their written proposal, that they did not understand the concrete requirements. The ABC Company's experience is in electrical , ____ is not their expertise. They did not have any past performance projects similar to this project and that appears to be a deficiency that is not correctable. The Source Selection Team had serious reservations that the project could be completed in the progress schedule that was proposed by the ABC Company, that is working a 40-hour week during the construction phase. The ABC Company's price proposal was the highest of the four remaining offerors and was 4 percent above the government estimate. Based on the above information, the Source Selection Evaluation Board informed the SSA of the deficiencies. He concurred. The ABC Company was then eliminated from the competition. A certified letter was mailed on 20 Mar 2001 informing the ABC Company that their firm was eliminated from the competition.

7. The Volume 3, Technical Proposals had 3 offerors with a rating of "Susceptible to being made Acceptable." All the offerors (3 remaining) had weaknesses in the Project Management, Construction Equipment and Plant and Material and Product Compliance area. The main outstanding issues were a description of the lime, Portland cement, graded aggregate base course, preformed joint seal size, electrical and BAK 12, more complete information related to the project team. There were also questions on the management crew that would be assigned to the project.



8. Volume 2, Past Performance was evaluated by the Voting Members on 1 Apr 2001. Two of the offerors (Red and Blue) based on information received from the past performance responses from various state, local and airport references, and previous experience at Selfridge received a final rating of Very Good. The Brown Company received a rating of satisfactory.

9. The Source Selection Team requested that discussions be held in person with the 3 remaining offerors in the competitive range. The SSA agreed to the request. Discussions will be held on 15 Apr 2001 with the remaining offerors. All 3 offerors were sent a letter describing their weaknesses, deficiencies, uncertainties and past performance concerns if any along with a request for a revised proposal. The revised proposals are due 27 Aug 2001.

August 2001

MARY SMITH
Contracting Officer

16

APPROVED BY:

JANE DOE
Source Selection Authority



EXHIBIT TAB B-9 DETERMINATION OF RESPONSIBILITY

DETERMINATION OF RESPONSIBILITY

RFP: DAHA20-01-R-XXX

Project Title
PROJECT NO. VGLZ

(Date)

1. Blue Construction Company, (City and State) is the prospective awardee on Solicitation DAHAxx-xx-xxxxx, Project Title at (Project Location)
2. In accordance with FAR Part 9, Contractor Qualifications, Subpart 9.104-1, General Standards, Blue Construction Company. is determined to be responsible for the following reasons:
 - a. Mr. David Smith, Comerica Bank, (Address and Phone Number), stated Blue Construction. is one of their best customers. He said they had a strong relationship with the firm and has a line of credit in the high seven figures and that all accounts are in good standing.
 - b. Mr. Joe Smith, Guy/Hurley and Associates, (Address and Phone Number) is the bonding company for Blue Construction. Blue Construction had previous bonding with their firm up to \$160 million. The relationship with the firm dates back to 1990.
 - c. On (Date), The Michigan Department of Transportation awarded to Blue Construction a construction contract for \$75,400,093. The work included water main installation, road reconstruction and bridge reconstruction. The project engineer, Daniel Jones provided Very Good to Exceptional responses to the Contractor's past performance. The contract as of 30 July 2001, is on schedule.
 - d. On 9 Jan 2001, Wayne County Department of Public Work, Michigan, awarded a contract to Blue Construction for \$25,000,000 for Airport Drive for bridge reconstruction, earthwork, and road reconstruction. According to(Name), the Wayne County Field Engineer, overall work through 9 Aug 2001 has been very good.
3. The current List of Parties Excluded from Federal Procurement and Non-Procurement Programs dated 17 September 2001 has been screened and the prospective contractor is not on the list.
4. Based on the above information, Blue Construction. is determined to be a responsible contractor as required by FAR 9.104.

Contracting Officer

EXHIBIT B-9 COC LETTER

LETTERHEAD

MEMORANDUM FOR Mr. Robert Murphy, Area Director
Small Business Administration
Chicago Government Contracts Office(Or Local Office)
City Course Center
500 W Madison , Suite 1250
Chicago Il 60661-2511

FROM CONTRACTING OFFICE

Address

City and State

SUBJECT: Non-Responsibility, IFB DAHAxxxx-xx-xxxx, VGLZ _____, "Description"

1. In accordance with FAR 19l.6, "Certificates of Competency and Determinations of Eligibility", attached is the Contracting Officer's Determination and Findings of Contractor Non-Responsibility for (Company Name and Address) for subject Invitation for Bid. (Attachment 1)

2. The following documentation is forwarded as per your checklist:

Atch 2 - Solicitation IFB xxxx-xx-xxxx (CD-ROM), Amendments 1, 2, and 3, (2 copies)

Atch 3 - Pre-Award Survey with technical and financial information included.

Atch 4. Abstract of Bids

Atch 5 - Plans and Specifications on CD-ROM (2 copies)

Atch 6 - SF 1442, Solicitation, Offer and Award, Pages 1 through 3 showing Company Name, Address, President, Phone Number and Pricing Schedule showing Base Bid and Additive Bid Items.

3. Agency points of contact: (Contract Administrator. Phone No), and (Contracting Officer at Phone Number), same FAX, address above.

Contracting Officer

Attachments:

1 through 6, as listed above



OFFICIAL LETTERHEAD

Date

MEMORANDUM FOR RECORD

SUBJECT: SUBCONTRACTING PLAN, ABC INC., DAHA20-01-R-00XX, TITLE OF PROJECT

1. The subject firm submitted their subcontracting plan for review of the subject project.
2. ABC Inc. addressed each element that was required in FAR 19.704 and 52.219-9 and Public Law (PL) 99-661, Section 1207 and PL 100-180, Section 806.
3. The AFARS Appendix CC Subcontracting Plan Evaluation Guide was utilized in scoring ABC Inc. subcontracting plan. The firm received a score of 74 points that is considered acceptable.

Contracting Officer





EXHIBIT B-1 ABSTRACT OF OFFERS CONSTRUCTION

ABSTRACT OF OFFERS - CONSTRUCTION ABSTRACT OF OFFERS - CONSTRUCTION	1. SOLICITATION NUMBER: _____ PAGE NO. _____ OF _____ INSTRUCTIONS - Attach this form to OF 1419, Abstract of Offers - Construction, when more than 2 offers are received on a construction project. Each Continuation Sheet will accommodate 14 contract items to conform to the number of items which can be entered on the OF 1419. Use additional OF 1419's for contract items in excess of 14 and attach additional Continuation Sheets (OF1419A) as needed.
--	--

PROJECT TITLE			4. OFFERS (CONTINUED)							
			NO.		NO.		NO.		NO.	
			A. OFFEROR		A. OFFEROR		A. OFFEROR		A. OFFEROR	
			B. BID SECURITY (Type and Amount)		B. BID SECURITY (Type and Amount)		B. BID SECURITY (Type and Amount)		B. BID SECURITY (Type and Amount)	
C. CONTRACT ITEMS			C. AMENDMENTS ACKNOWLEDGED		C. AMENDMENTS ACKNOWLEDGED		C. AMENDMENTS ACKNOWLEDGED		C. AMENDMENTS ACKNOWLEDGED	
A.	B.	C.	D. UNIT PRICE	E. ESTIMATED AMOUNT	D. UNIT PRICE	E. ESTIMATED AMOUNT	D. UNIT PRICE	E. ESTIMATED AMOUNT	D. UNIT PRICE	E. ESTIMATED AMOUNT
ITEM NO.	EST. QUANT.	UNIT								

N 7540-01-280-5502

501419-201

OPTIONAL FORM 1419A



EXHIBIT B-8 CONSENSUS OF EVALUATIONS

CONSENSUS OF EVALUATIONS

Project No. VGLZ 1234 CC: \$10,000,000	Offeror <u>#1</u>	Offeror <u>#2</u>	Offeror <u>#3</u>	Offeror <u>#4</u>	Offeror #5
Past Performance					
1. Quality Control	Very Good	Very Good	Very Good	Satisfactory	No relevant Past Performance Information
2. Timely Performance	Satisfactory	Very Good	Very Good	Marginal	
3. Mgt Effectiveness	Very Good	Very Good	Very Good	Satisfactory	
4. Pricing	Very Good	Very Good	Very Good	Satisfactory	
5. Compliance with Labor Standards	Very Good	Very Good	Very Good	Satisfactory	
6. Compliance with Small Bus Concern Req'ts	Satisfactory	unknown	Satisfactory	Unknown	
OVERALL PAST PERFORMANCE	Very Good	Very Good	Very Good	Satisfactory	
Technical Performance					
1. Project Mgt	Excellent	Unsatisfactory	Marginal	Unsatisfactory	
2. Progress Schedule	Excellent	Good	Marginal	Satisfactory	
3. Construction Equipment & Plant	Excellent	Good	Unsatisfactory	Good	
4. Material & Product Compliance Schedule	Excellent	Satisfactory	Unsatisfactory	Satisfactory	
OVERALL TECHNICAL	Excellent	Unsatisfactory	Unsatisfactory	Unsatisfactory	
Cost/Price					
1. Reasonable	Most Confidence	Somewhat confident		Low Confidence	
2. Realism	Most Confidence	Somewhat confident		Low Confidence	
3. Completeness	Most Confidence	Somewhat confident		Somewhat Confident	
OVERALL COST/PRICE	Most Confidence	Somewhat confident		Low Confidence	

eror's Proposed Price Base
tions
TAL

NOTE: Evaluation factors of Past Performance and Technical, when combined are approximately equal to cost/price.



CHAPTER 4: TAB C – CONTRACT DOCUMENTS

Tab C Contract Documents



**TAB
NO.**

SECTION

C CONTRACT DOCUMENTS

C-1 Contract

**C-2 Modifications - (with
documentation)**

C-3 Field Change Documents

C-4 Miscellaneous Correspondence

**C-5 DD Form 350s for Contract and
Modifications**

TAB C-1 CONTRACT

The basic contract when awarded in PD2 on a SF1442 should be customized to include the following information from the solicitation. The schedule, Sections 00700, 00800 and any amendments that affect the basic contract specifications. The basic contract will also include the Contractor's signature, and Contracting Officer's signature. Ensure there is a list of attachments to include the plans and specifications. The contract exhibit is an example of a finalized contract. Only contracting officers shall sign contracts on behalf of the United States. The contracting officer's name and official title shall be typed, stamped, or printed on the contract. The contracting officer normally signs the contract after it has been signed by the contractor. The contracting officer shall ensure that the signer(s) have authority to bind the contractor (see specific requirements in FAR 4.101 and FAR 4.102).

In this Tab Section, the following documents are filed:

- SF 1442, Solicitation, Offer and Award

Reference(s) FAR 4.101, Contracting officer's signature
FAR 4.102, Contractor's signature

Exhibits: SF 1442, Solicitation, Offer, and Award (Contract DAHA20-01-C0001)
Contract Award Instructions (note: Provided for format only- current as of
date of award. Click on document to open)

TAB C-2 MODIFICATIONS – (WITH DOCUMENTATION)

A modification is a written change to a contract. A contract modification is prepared on an SF 30, Amendment of Solicitation/Modification of Contract. The Exhibit C-2 Modifications Step-by-Step will walk you through the process.

In this Tab Section the following documents are filed:

NOTE: All supporting documentation for a modification to include items listed below would be filed in chronological order behind modification effected.

- SF 30, Amendment of Solicitation/Modification of Contract
- AF Form 9/DA Form 3953
- ANG/CEE Authorization of Change
- Technical Addendum
- Contractor's Proposal
- Pre-Negotiation Objective Memorandum (POM) to support the modification
- Price Negotiation Memorandum (PNM) to support the modification
- Negotiating Profit on Construction Contracts (See Exhibits)
- Termination Modifications
- Time Extensions
- Suspension of Work, Stop Work Orders, and Government Delay of Work
- Novation Agreement and Change of Name Agreement

Reference(s): FAR PART 43, Contract Modifications
DFARS 243, Contract Modifications
FAR 15.406-1, Pre-negotiation objectives
DFARS 215.406-1, Pre-negotiation objectives
NGFARS 15.406-1, Pre-negotiation objectives
NGFARS 15.404(d) (S-100), Negotiating Profit on Construction
And Architect-Engineer (A-E) Contracts (See Exhibits for full text)
FAR 52.249-1/FAR 49.502(a)(1), Termination for Convenience of the
Government, (Fixed-Price) (Short Form)
FAR 52.249-2/FAR 49.502(b)(1), termination for Convenience of the
Government (Fixed-Price)
FAR 52.249-3/FAR 49.502(b)(2), Termination for Convenience of the
Government (Dismantling, Demolition, or Removal of Improvements)
FAR 52.211-13, Time Extensions
FAR SUBPART 42.13, Suspension of Work, Stop-Work Orders, and
Government Delay of Work

FAR 52.242-14, Suspension of Work
FAR 52.242-15, Stop-Work Order
FAR 52.242-16, Stop-Work Order--Facilities
FAR 52.242-17, Government Delay of Work
FAR 42.12, Novation and Change-of-Name Agreements
NGFARS Forms- Sample POM format

Exhibits: SF 30 Modification to issue change order (Note: Example only -click on document to open.)

SF 30 Modification to definitize change order (Note: Example only- click on document to open)

NGFARS 15.404 (d)(S-100), Negotiating Profit on Construction and Architect-Engineer (A-E) Contracts (Full Text)
Modification Instructions Step-by-Step

TAB C-3 FIELD CHANGE DOCUMENTS

Note: A construction field change is a “no cost” change which can be handled expeditiously in the field. SF Form 30, “Amendment of Solicitation/Modification of Contract” is not required. The signature of the Contractor authorized representative, the Government Project Engineer, and the Government Inspector sign the form. All parties receive a copy of the Construction Field Change Form, with the original filed in the contract file.

In this Tab Section the following documents are filed:

- Construction Field Change

Reference(s): None

Exhibits: Construction Field Change Form
 Instruction letter for use of Construction Field Change Form
 Sample tracking method for Construction Field Change Forms

TAB C-4 MISCELLANEOUS CORRESPONDENCE

TAB C-5 DD FORM 350 FOR CONTRACT AND MODIFICATIONS

Note: During the term of the Small Business Competitiveness Demonstration Test Program, a DD Form 350 will be prepared for each contracting construction action obligating or deobligating \$500 or more.

In this Tab Section the following documents are filed:

- DD 350, Individual Contracting Action Report

Reference(s): DFARS 253.204-70, DD Form 350, Individual Contracting Action Report
FAR 19.1005, Applicability
DFARS 204.670-4, Contract administration office responsibilities

Note : It is recommended that this TAB Section, as well as TAB C-6 remain on top of current modification file, when multiple volumes are need. This provides easy access to DD 350's and distribution records throughout the life of the contract.

TAB C-6 DISTRIBUTION OF CONTRACT/MODIFICATION

Documentation of contract and modification distribution must be maintained. Since the switch to electronic (email) distribution of documents, this is an area often overlooked. The Contract Distribution Record or other similar format can be used to document distribution. Copies of emails maintained on a paper or electronic file can supplement this file. The tab should move to the most current file when multiple files are necessary.

In this Tab Section the following documents are filed:

- Contract Distribution Record
- Email screen prints showing distribution

Reference(s): FAR 4.201, Administrative matters, procedures

Exhibits: Contract Distribution Record



EXHIBIT C- 1 CONTRACT AWARD SIGNATURE INSTRUCTIONS

Requirement for Contractors signatures:

(a) *Individuals.* A contract with an individual shall be signed by that individual. A contract with an individual doing business as a firm shall be signed by that individual, and the signature shall be followed by the individual's typed, stamped, or printed name and the words, "an individual doing business as _____" [insert name of firm].

(b) *Partnerships.* A contract with a partnership shall be signed in the partnership name. Before signing for the Government, the contracting officer shall obtain a list of all partners and ensure that the individual(s) signing for the partnership have authority to bind the partnership.

(c) *Corporations.* A contract with a corporation shall be signed in the corporate name, followed by the word "by" and the signature and title of the person authorized to sign. The contracting officer shall ensure that the person signing for the corporation has authority to bind the corporation.

(d) *Joint venturers.* A contract with joint venturers may involve any combination of individuals, partnerships, or corporations. The contract shall be signed by each participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. When a corporation is participating, the contracting officer shall verify that the corporation is authorized to participate in the joint venture.

(e) *Agents.* When an agent is to sign the contract, other than as stated in paragraphs (a) through (d) above, the agent's authorization to bind the principal must be established by evidence satisfactory to the contracting officer.

EXHIBIT C - 2 NGFARS 15.404(D) (S-100) WEIGHTED PROFIT GUIDELINES FOR CONSTRUCTION PROFIT

Use when negotiating profit on modifications

15.404-4(d)(S-100) Negotiating Profit on Construction and Architect-Engineer (A-E) Contracts

The following procedures are to be used as the alternate structured approach for the National Guard:

(1) A fair and reasonable profit shall be negotiated/determined when preparing the Independent Government Estimate (IGE) as an element of price for either a prime or subcontractor. The following procedures shall be used as a guide:

FACTOR	CONST A-E	
	<u>WEIGHT</u>	<u>RATE RATE VALUE</u>
Degree of Risk	20	25
Relative		
Difficulty	15	20
of Work		
Size of Job	15	15
Period of		
Performance	15	20
Contractor's		
Investment	5	5
Assistance by		
Government	5	5
Subcontracting	<u>25</u>	<u>10</u>
TOTAL	100%	100%

(2) Each Factor shall be weighted as indicated below based on the circumstances of the procurement. "Value" is obtained by multiplying the "WEIGHT" by the "RATE"; i.e., $WEIGHT \times RATE = VALUE$. The Value column, when totaled, will indicate the fair and reasonable profit percentage that should be used for the procurement.

(3) Construction projects will normally be weighted from .03 to .12. A-E projects will normally be weighted from .07 to .15. (A-E project weights will be shown in parentheses to distinguish them from construction weights). The Contracting Officer shall address the conditions in writing that justify assigning a WEIGHT other than the recommended WEIGHTS shown below.

(i) Degree of Risk

When the work involves no risk or the degree of risk is very small, the "Weight" should be .03 (A-E: .07); as the degree of risk increases, the "Weight" should be increased up to a maximum of .12 (.15). Note that Lump Sum construction work should generally have a higher weight than Unit Priced items. Other things to consider when assigning a weight are the nature of the work to be accomplished, where it will be done, the conditions it will be accomplished under, etc. On A-E contracts with options, a higher weight should generally be considered while an A-E contract without options would not have as high a weight. Other things to consider when assigning a weight for an A-E contract are the nature of the design, responsibility for the design, complexity, amount of principal time required, etc. In addition to the above items, consider the portion of work to be accomplished by subcontractors whether its construction or A-E.

(ii) Relative Difficulty of Work

If the work is very difficult and complex, the "Weight" should be .12 (.15) and should be proportionately reduced to .03 (.07) on the simplest of jobs. This factor, to some extent, is closely associated with the Degree of Risk factor. Other things to consider when assigning a weight are nature of the work, who is accomplishing (i.e., subcontractors, consultants, etc), time schedule, etc. For A-E contracts, take into account if the work is going to be new design or rehabilitation and experience level.

(iii) Size of Job. Work not in excess of \$100,000 (\$50,000) shall be weighted at .12 (.15). Work estimated to be between \$100,000 and \$5,000,000 (\$50,000 and \$500,000) shall be proportionately weighted from .12 to .05 (.15 to .09). Work between \$5,000,000 to \$10,000,000 (\$500,000 to \$1,000,000) shall be weighted at .04 (proportionately weighted from .09 to .07). Work in excess of \$10,000,000 (\$1,000,000) shall be weighted at .03 (.07).

(iv) Period of Performance

Projects in excess of 24 Months (180 days actual design time) should be weighted at .12 (.15). Projects of a lesser duration will be proportionately weighted down with .03 (.07) being the minimum; i.e., jobs not exceeding 30 Days (60 days). No weight will be assigned for changes where additional time is not required.

(v) Contractor's Investment

This Factor should be weighted from .03 to .12 (.07 to .15) based on the capital investment the contractor has tied up in the project. An above average investment would be given a higher weight while a below average investment would rate a low weight. On construction contracts, take into account the amount of Government-

Furnished Property being provided. On A-E projects, consider if the Government will be providing data on soil tests, surveys, etc.

(vi) Assistance by the Government

This Factor should be weighted from .03 to .12 (.07 to .15) based upon the assistance furnished the contractor by the Government. A high level of assistance would be given a low weight while little or no assistance would be given a higher rate. On construction projects, consider the amount of Government owned property and equipment the contractor will be able to make use of and if there will be any costs to the government for providing. For A-E contracts, consider if the A-E will be making use of government provided as-built drawings, surveys, soil exploration/samples and if government technical help/assistance will be provided.

(vii) Subcontracting

This Factor will be weighted inversely (proportional) to the amount of subcontracting on the project. When 80% or more of the work is to be subcontracted, a weight of .03 (.07) will be used. The weighting should be proportionately increased to .12 (.15) as the amount of work performed by the contractor's own work force increases.

EXHIBIT C- 2 MODIFICATION INSTRUCTIONS STEP- BY- STEP

1. MODIFICATION PACKAGE:

- a. Review all documents and establish Suspense Folder with:
 1. Addendum from CE for requested changes, revised Project Book, SOW, drawings charts etc.
 2. PR that has been funded, routed through ABSS (ANG), interfaced into PD2 and Workload Assigned
 3. Government Estimate (stamped "FOR OFFICIAL USE ONLY")
- b. Review package for contractibility:
 1. Is requested change clearly stated?
 2. Is change within scope of work?
 3. Are necessary page changes, drawings included?
 4. Are all areas affected by the proposed change reflected?

2. **REQUEST FOR PROPOSAL:** Forward Addendum, and any attachments, to the Contractor via e-mail, letter, FAX, or 2-way memo with request for proposal on AF Form 3052 within ____ (depending on complexity of amendment) working days after receipt.

3. **RECEIVED PROPOSAL:** Contract Administrator forwards proposal to Project Engineer for Technical Review with suspense of 5 to 10 days.

4. **NEGOTIATIONS:** Contract Administrator reviews Engineer Technical Review and establishes negotiation objective, perform price or cost analysis as necessary, completes P.O.M. (negotiations exceeding \$100,000.00 require Legal Approval/ exceeding \$550,000.00 require NGB approval), and overhead and schedules negotiations. Weighted guidelines are used in analyzing profit. Contract Administrator schedules and conducts negotiations. Requests additional funds, if necessary.

5. **PRICE NEGOTIATION MEMORANDUM:** Contract Administrator writes price negotiation memorandum at the conclusion of negotiations. The following guidelines are to be addressed in PNM:

- a. PNM prepared in accordance with FAR 15406 and DFARS 215.406
- b. Negotiation summary must reflect each item negotiated.
- c. If the Contractor and Government figures are identical, address this issue.
- d. For line items in which there were differences, express differences in terms of labor hour, rates, material costs and/or quantities, etc.
- e. PNM to reflect **WHAT** was agreed upon, **WHY**, and signed by appropriate parties.
- f. Negotiations exceeding \$100,000.00 require Legal Approval, exceeding \$550,000.00 require NGB approval. Check table at NGFARS 1.6 for current requirements.

- g. Include statement if this MOD was a result of Design Deficiency. See FAR 36.609-2 and FAR 52.236-23 for requirements.

6. **PROCESS MODIFICATION:** Contract Administrator will verify funding availability before processing modification in PD2. Modification must address:

- a. Reason for Modification
- b. Extension of performance period, if changed (i.e. sixty (60) days from 1 Jan 01 to 1 Mar 01)
- c. Amount contract is increased or decreased (i.e. contract amount is changed from \$_____ to \$_____, an increase (decrease) of \$_____)
- d. Contractor's Statement of Release (FAR 43.204(c)(2))
- e. Last entry should read: "All other terms and conditions remain unchanged".

7. **REVIEW:** Contract Administrator forwards Modification to Contracting Officer for review and approval. Unilateral Modifications are released and returned to Contract Administrator for Distribution. Bilateral Modifications are forwarded via e-mail to Contractor for signature after approval of Contracting Officer. Upon receipt of signed Modification from Contractor, the Contracting Officer releases Modification and returns to Contract Administrator for Distribution.

8. Obtain "Consent of Surety" AF 1415 for additional bond coverage when MODs have increased the contract price any increase requires bond change. See FAR 28.102-2 for requirements.

9. **DD 350:** Contract Administrator completes DD Form 350 in PD2 and forwards to Systems Administrator for review. Systems Administrator reviews and forwards to Contracting Officer for review, signature, approval and return to Systems Administrator. Systems Administrator makes copy for file, logs DD 350 and forwards to Contract Administrator for inclusion in PD2 file or follow locally developed procedures.

10. **DISTRIBUTION:** Contract Administrator distributes all documents via e-mail to Finance Office, CE Budget Office, Contractor, Engineer, Inspector, files original signed Modification, with all pertinent documentation, in contract file and completes Memo For Record if Modification is caused by Design Deficiency of Architect Engineer.

NOTE: Place copy of MOD in Basic Contract for all TOC Delivery Orders and complete register in file.

EXHIBIT C - 3 INSTRUCTION LETTER FOR USE OF CONSTRUCTION FIELD CHANGE FORM

MEMORANDUM FOR XXXARW/CE

FROM: Contacting Office

SUBJECT: Use of SANGB Form 0-114, Construction Field Changes

SANGB Form 0-114, Construction Field Change, can be used for “NO COST” changes on current and future construction projects so long as the NO COST change does not significantly change the original contract requirements.

An example of a NO COST construction field change would be relocating a door to another room, moving a door location to another place on the same wall, relocating a switch or receptacle.

An example of a NO COST material change would be changing a wood door to a steel frame door, changing the requirement from asphalt to concrete, etc. A NO COST material change must be handled by means of a Technical Addendum to the Project Requirements/Specifications/Plans, accompanied by a written justification/recommendation for accepting the Contractor’s “NO COST” proposed change. These documents are required to support the NO COST Supplemental Agreement’s audit trail.

SANGB Form 0-114 cannot be used for any change that causes an increase or decrease in the contract amount, time required for performing the work, or in any other way changes the terms of the contract (FAR 52.243-5, “Changes and Changed Conditions”).

As a minimum, the Contractor and the Government Inspector must sign the form. The Original must be sent to the Contracting Officer for retention in the “Official Contract File”. A copy will be provided to the Contractor and Government Inspector.

Authorization for use of this form is restricted to the following Reserve Civil Engineering Department:

XXXWG/CEEE - Engineer
XXXWG/CEEC - Construction Management

If you have any questions, please contact Mr. Robert XXXXX, Contract Administrator, at (XXX) 555-XXXX..

Contracting Officer

Receipt Acknowledged

(Signature)

(Date)



EXHIBIT C - 3 SAMPLE TRACKING FORM FOR CONSTRUCTION FIELD CHANGES

CONSTRUCTION FIELD CHANGES BLDG 303

<u>Date</u>	<u>Topic</u>
03/23/01	Relocate door on new elevator from north side facing corridor
05/02/01	Ref Item #2-20 Concrete curb by wood ramp removed at N/C
05/02/01	Ref Item #4-38 Handrail profile changed to wall mount at N/C
05/02/01	Ref Item #6-47 Removal of soffit in CRC area at N/C
05/02/01	Ref Item #6-66 Increase rear porch area handicap stair width N/C
05/02/01	Ref Item #8-67 Change out ships ladder to spiral ladder to the attic access N/C
05/02/01	Ref Item #8-70 Change pocket doors to swing oak doors N/C
05/09/01	Ref Item 2-22 Foundation detail #3 on sheet A-33, delete entry ramp foundation, relocate to ramp landing
05/30/01	Ref Item 7-53 Regarding the existing sanitary sewer line
05/30/01	Ref Item 8-78 Relocation of the entrance to the boiler room

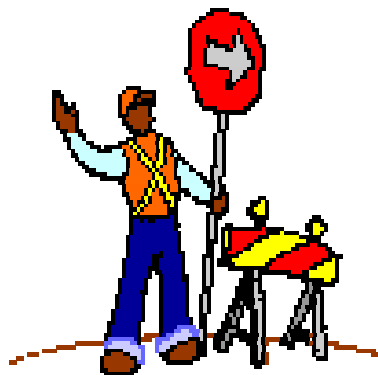
EXHIBIT C-6 CONTRACT DISTRIBUTION RECORD

GO TO NEXT PAGE FOR DOCUMENT

BUYER		DATE PREPARED						
CONTRACT		PROJECT						
ACTIVITY		BASIC*	MODIFICATION NUMBER/DISTRIBUTION METHOD*					
CONTRACT		1	2	3	4	5	6	
1. Contracting (Original)								
2. Using Activity								
3. Paying Office								
4. Contractor								
5								
6								
7								
8								
9								
DD form 350 completed								
DD form 1594 completed								
REMARKS								



CHAPTER 5: TAB D – POST AWARD DOCUMENTS



Tab D – Post Award Documents

TAB NO.	SECTION
D	POST AWARD DOCUMENTS
D-1	Award Notices
D-2	Synopsis of Award/ Congressional Notices
D-3	Debriefing Documents
D-4	Payment & Performance Bonds/Checklist
D-5	Certificate of Insurance
D-6	Pre-Performance Conference Documentation
D-7	Partnering Documents
D-8	Notice to Proceed
D-9	Miscellaneous Correspondence

This section prescribes policies and procedures for the post award orientation of contractors and subcontractors from the Notification of Award to the Notice to Proceed. Many FAR References are used throughout this section. FAR 14 and 15 discuss contract award, notification to unsuccessful bidder/offeror and debriefing. FAR 5 relates to Synopsis of Award and Congressional Notification. FAR 28 covers bonding and insurance requirements. FAR 42 discusses Pre-Performance Conference and written correspondence with contractors. Partnering is a concept that is relatively new to Government Contracting but nonetheless a valuable tool in the Administration of many contracts. This is covered in great detail in the NGFARS.

TAB D-1 AWARD NOTICES

Tab D-1 contains Award Notices. The Notice of Award is forwarded to the contractor advising him of the award as per FAR 14.409 and FAR 15.504. This letter could also remind the contractor of the obligation to supply Performance and Payment Bonds (if applicable) as per FAR Part 28.

Notification to unsuccessful bidder/offer, whose proposal was in the competitive range but was not selected for award, must be made within three (3) days after the date of contract award as per FAR 15.504. This document notifies contractor of the requirements for Post award Debriefing (Far 15.506).

Unsuccessful Bidder/Offer whose proposal is eliminated from the competitive range, FAR Part 15.505, must be notified promptly upon elimination from range. They may request a debriefing at this time. Do not wait until award to notify these offerors of their elimination from the range. They are again notified when award is made as to who received the award. These letters are filed in Section B, with unsuccessful offer.

The letter to Office of Federal Contracts Compliance Notice (OFCC) is also filed in this section.

Reference(s): FAR 14.408

FAR 15.504

FAR 15.505

FAR 15.506

FAR 52.212-2(c)

FAR 22.804-2(c)

Exhibits:

Notice of Award

Unsuccessful Offeror

OFCC Letter

TAB D-2 SYNOPSIS OF AWARD/CONGRESSIONAL NOTICES

Tab D contains Synopsis of Award and Congressional Notices. FAR 5.207 should be followed closely as it is specific when Synopsis is required and the exceptions. Synopsis are reported in the FEDBUSOPS; however, the web sight for inserting Synopsis is: <http://acquisition.army.mil> This website opens the Army Single Face to Industry (ASFI) homepage. From there if you click on ASFI for Government Personnel and then on FedBusOpps Announcement, it takes you to the synopsis form.

FAR 5.303 details when announcements are made on contract awards and where to report this data. The format to be used in reporting awards, contained in Exhibits can be found at AFARS 5105.9010.

Reference(s):

FAR 5.207 and 5.303

DFAR 205.207 and 205.303

AFARS 5103.303

AFARS 5105.9010 (Revision 1)

Exhibits:

Congressional Notification Notice

TAB D-3 DEBRIEFING DOCUMENTS

Tab D-3 contains Post-award Debriefing documents. FAR 15.506 is very specific on Post-award debriefing of offerors. The offeror must request a debriefing, in writing, within 3 days of receipt

of a notice of award. The Contracting Officer must conduct a debriefing within five (5) days of receipt of written request. The offeror has 5 days after a debriefing to protest an award. For RFP, the debriefing must be accomplished within 3 days of award. If an offeror was previously removed from competitive range, they were promptly notified and could have requested a pre-award debriefing, though they have the option of waiting and receiving a post-award debriefing. Even if they get a pre-award debriefing the contractor must still be notified of the award, but they will not be entitled to post award debriefing also (FAR 15.505). Please note there are substantial differences in the information that can be provided at a pre-award and post-award debriefings.

An offeror that submits an untimely request is not entitled to a debriefing; however untimely requests may be accommodated. Government accommodations for untimely requests do not extend the deadline for filing protests.

Debriefings may be done orally, in writing, or by any other method acceptable to the CO.

References:

FAR 15.504- 15.506

Exhibits:

Debriefing Letter

Debriefing Slides in Appendix D

TAB D-4 PAYMENT & PERFORMANCE BONDS/CHECKLIST

Tab D-4 contain Performance Bonds, Payment Bonds, Checklist, Department of Treasury's Listing of Approved Sureties (Department Circular 570), Additional Bond and Security documentation and Bond Increases Documentation.

Performance Bonds and Payment Bonds are required on all Construction Contracts exceeding \$100,000.00. Payment Bonds are required for construction exceeding \$25,000.00. Bond requirements, alternative method of securities and additional bond and security requirements can be found at the FAR references listed below. When bonds are received from the contractor they are checked using the bonds checklist. If discrepancies are noted during review, the Bonds are returned to the contractor for correction (See Exhibit with Discrepancies Letter to Contractor). If the Bonds pass the Checklist review, the Web Site is accessed (See Note 2 below) to verify Surety Information on the bond. A folder is made for Legal to include: Bonds, Checklist, Copy of the Contract/Delivery Order, print out of the Surety Information found on web site and an AF Form 3059 (or other approved Staff Judge Advocate Coordination Sheet). This folder is forwarded to Legal for review and approval of the Bonds. When Modifications increase the contract price the contractor is obligated to increase the Performance Bonds commensurate with the increase (FAR 52.228-15) using SF 1415 or an additional bond. Inquires from Bonding Companies and other requests for bonding information should be answered in an expeditious manner and copies are filed in this tab.

Reference(s):

FAR 28.102
FAR 28.106
FAR 28.202
FAR 28.203
FAR 28-204
FAR Clauses 52.228-2, -11, -13, -14 and -15
DFAR 228.102Tab D-4
AFARS PART 28

Exhibits:

Bond Requirements Letter (See Note 1)
Bonds Checklist (JALS 892)
Department of Treasury's Listing of Approved Sureties (Department Circular 570) (See Note 2)
Bond Discrepancies Letter
Increase of Bond Requirements Letter

Note 1. The Miller Act (40 U.S.C. 270a270f) requirement Performance Bonds and Payment Bonds for any construction contract exceeding \$100,000.00, and Payment Bonds for any construction exceeding \$25,000.00, except that his requirement can be waived. In certain instances other forms of financial protection may be allowed when the contract is less than \$100,000.00 (Refer to FAR 28.102-1(b)(1)).

Note 2. Search the web site to ensure the surety company the construction contractor provided is acceptable. Web Site: <http://www.fms.treas.gov/c570/c570.html>

TAB D-5 CERTIFICATE OF INSURANCE

Tab D-5 includes Insurance requirements of this contract. The insurance requirements are stated in the contract. The construction contractor is responsible for the completing the Government furnished Insurance Certification Form certifying the mandatory contract insurance requirements that are to be maintained during the contract performance period. If the contractor provides less than the contract requirements for insurance coverage, the form is unacceptable and returned. The acceptance of the Insurance Requirements Form by the Contracting Officer ratifies the Agreement. Insurance inquiries should be answered in a timely manner, signed by the Contracting Officer and filed in this section.

Reference(s):

FAR 28.3
DFARS 228.3
AFARS 23.32
FAR Clauses 52.228-3, -4, -5 and -7



Exhibits:

Insurance Requirements Letter
Insurance Certification Form

**TAB D-6 PRE-PERFORMANCE CONFERENCE MEETING
DOCUMENTATION (PRE-CON)**

Tab D-6 contains the Pre-Performance Conference documentation.

A PRE-CONSTRUCTION CONTRACTOR GUIDE, is a sample guide for contractors to refer to during the performance of a contract, can be found at Appendix C. The Pre-Performance Conference includes key Government Personnel, plus the contractor and/or his pertinent staff. During the Pre-Construction Conference, Safety, Security, Fire Department and any other government personnel specific to the project, give contractor personnel their briefings. This orientation aids both Government and contractor personnel to achieve a clear and mutual understanding of all contract requirements and identify and resolve potential problems. The AF 3035, DD Form 1484, or other applicable form is used as a checklist for this meeting. There is also a sample agenda for Pre-Construction Conferences enclosed in the Exhibits as a guide in preparing for this event. An Attendance Sheet records attendees. Minutes of the meeting are prepared, normally by the contracting specialist, approved by the contracting officer, and distributed electronically to those in attendance. By using a PRE-CONSTRUCTION CONTRACTOR GUIDE, the contractor has written direction of base policy, Government Personnel involved, Labor Standards Requirements, COR information, and pertinent forms required in the performance of this project. As a minimum, the contractor should be given a written document detailing key government personnel, authority to obligate, payment procedures, and labor, (Davis Bacon) requirements as required by DFARS 242.503-2. The notification, attendance sheet and minutes of the meeting are filed in this section.

Reference(s):

FAR 42.501
DFARS 242.503-2 and -3
DFARS Clause 252.242-7000

Exhibits:

Pre-Performance Letter, Contractor Information
Pre-Performance Letter, COR Requirements
Pre-Performance Letter, Labor Standards
Pre-Performance Letter, Labor Standard Requirements
Attendance Sheet
Meeting Minutes
Appendix C – Sample Contractor Guides

Note: See Section F and G for Labor and progress/payment examples.

TAB D-7 PARTNERING DOCUMENTS

Partnering documentation is filed in this section. Partnering requirements are being added to solicitations as a voluntary provision in most large dollar contracts, especially those with Architect/Engineer services.

The Partnering *concept* is not a new way of doing business -- some have always conducted themselves in this manner. It is going back to the way people used to do business when a person's word was their bond and people accepted responsibility. Partnering is not a contract, but recognition that every contract includes an implied covenant of good faith.

While the contract establishes the legal relationships, the Partnering process attempts to establish working relationships among the parties (stakeholders) through a mutually developed, formal strategy of commitment and communication. It attempts to create an environment where trust and teamwork prevent disputes, foster a cooperative bond to everyone's benefit, and facilitate the completion of a successful project.

The references shown below go into great detail on the process. Usually the costs for partnering are equally shared by both parties. GSA has several contractors on multiple schedule awards to accomplish the formal partnering process.

It has been found more beneficial to conduct partnering away from the work area, preferably at a commercial place of business where seminars, or classes are held.

Reference(s): NGFARS 1.102(e) and attachment to NGFARS titled "Partnering"

TAB D-8 NOTICE TO PROCEED

Tab D-8 contains the Notice to Proceed. The Notice to Proceed is usually given to the contractor at the conclusion of the Pre-Construction Conference provided Bonds have been approved by legal and any other contract requirements have been fulfilled. There may be a reason to withhold issuing the Notice to Proceed at that time, due to permit requirements, obtaining testing results etc.

If this a phased project, a Notice to Proceed may have to be issued at each phase. The contractor signs and dates the acceptance, indicating performance period has started. If the Notice to Proceed is mailed, Certified Mail, the date the company signs the Certified Mail Card is the start of performance period. Copies are distributed to the contractor, COR and a copy filed in this section. If the Notice is sent electronically, it is prudent to request a return email from the contractor confirming receipt. Hand delivered Notices would also be documented with the contractor's written receipt acknowledgement.

Reference(s):

FAR 52.211-10

Exhibits:

Notice to Proceed with contractor acceptance date and contractor's signature.

TAB D-9 MISCELLANEOUS CORRESPONDENCE

Miscellaneous Correspondence: Any documentation not listed in D-1 through D-8 above, is filed in this section.

EXHIBIT D-1-- NOTICE OF AWARD

ORGANIZATIONAL LETTERHEAD

DATE

MEMORANDUM FOR: COMPANY NAME
COMPANY ADDRESS
CITY AND STATE

FROM: CONTRACTING OFFICE
ADDRESS
CITY AND STATE

SUBJECT: Notice of Award, Contract No. _____, "Description"

1. Attached is one (1) copy of Contract No. _____, VGLZ _____, in the amount of \$_____.
2. Request you submit Performance and Payment Bond in the amount of 100 percent of the contract amount. Request original and one copy of this bond arrive at this office within ten (10) days after receipt of this letter. To assist you in the completion of the Bonds, a copy of the checklist has been provided.
3. The Pre-Performance Conference will be scheduled after receipt and approval of Bonds. The performance period is ____calendar days after receipt of the Notice to Proceed.
4. If you should have any questions, please contact the undersigned at xxx-xxx-xxxx.

Contracting Officer

2 Attch(s):
Contract
Bond Checklist

EXHIBIT D-1– UNSUCCESSFUL OFFEROR

ORGANIZATIONAL LETTERHEAD

Date

MEMORANDUM FOR: EACH (BIDDER)

FROM: Contracting Office
Address
City and State

SUBJECT: Notification of Award for (RFP) (IFB), _____, Project Number
and Title _____

The following contractor was awarded the contract to (describe the project and location), in response to the subject Request for Proposal/Invitation For Bid in the amount of \$ XXX.

Contractor
Name
Address

Contract Number
DAHA

2. The Government appreciates the time and effort put forth in submitting your bid/proposal in response to this solicitation. Although a Contract could not be awarded to you at this time, please be assured that your firm will remain on the active bidders list of this activity. We encourage your to frequently check our website XXXXX for additional opportunities. *(ADD FOR RFP ONLY) Should you request a post-award debriefing in accordance with FAR 15.506, please contact the undersigned, in writing.*

3. If you have any questions, please call the undersigned at xxx-xxx-xxxxx.

Contracting Officer



Exhibit D-1--OFCC NOTICE

ORGANIZATIONAL LETTERHEAD

Date

MEMORANDUM FOR: Office of Federal Contract Compliance Programs National
Joyce Morgan, Regional Director **(OR YOUR REGIONAL OFFICE)**
Kluczynski Federal Building
230 South Dearborn Street, Room 570
Chicago IL 60604

FROM: Contracting Office
Address
City and State

SUBJECT: Notification of Award for RFP/IFB, _____, Project Number and
Title

The following contractor was awarded the contract to **(describe the project and location)** in
response to the subject Invitation for Bid/Request for Proposal:

Contractor

Contract Number

DAHA

Phone No
Employer Identification Number:
Contract Amount:
Estimated Starting:
Estimated Completion Date:
Geographical area in which the contract is to be performed:

Contracting Officer



EXHIBIT D-2 – CONGRESSIONAL NOTICE

AFARS 5153.9010 -- Congressional Notification

CONGRESSIONAL NOTIFICATION

(IAW DFARS 205.303 and AFARS 2105.303)

SUBMIT TO: HQ. DEPT. OF ARMY-DASA(P) -- ATTN SAAL-PA

E-MAIL: CONGNOTIF@SALLT.ARMY.MIL; OR FAX # (703) 681-9304 OR DSN 761-9304

SAAL-PA POC (703) 681-9781 OR 9783

SERIAL No.

CONTRACT NO:

MOD, DELIVERY ORDER OR OTHER
NUMBER

DATE & TIME OF AWARD:

(5:00 P.M., WASH DC Time)

ANNOUNCEMENT AMOUNT: \$

CONTRACT WITH OPTIONS

BASE YEAR AWARD: \$

TOTAL IF ALL OPTIONS EXERCISE: \$

ESTIMATED FACE VALUE:

CUM TOTAL OF THIS CONTRACT:

(No options will be exercised)

INCREMENTALLY YES [] NO [X]

FUNDED:

THIS INCREMENT = \$

TOTAL ALL INCREMENTS (ESTIMATE) = \$

MULTI-

YEAR:

YES [] NO [X]

TYPE OF CONTRACT;

TYPE OF FUNDS (complete appropriation, FY, type of funds & amount):

CONTRACTOR:

ADDRESS:

ITEM (QTY) OR SERVICE PROCURED (One or two lines in complete sentences):

SOL OR RFP ISSUE DATE:

EST COMPLETED DATE:

FOREIGN MILITARY YES [] NO []

SALES:

IF YES, NAME OF

COUNTRY

LARGE BUSINESS SMALL BUSINESS

BIDS SOLICITED:

BIDS RECEIVED:

PERFORMANCE LOCATION(S), CITY, STATE AND ZIP CODE WITH PERCENTAGES AND
DOLLAR AMOUNT:

CONGRESSIONAL DISTRICT OR ZIP CODE:

REPORTING CONTRACT OFFICE:
REPORTED BY:
PRIMARY POC
REPORTING BY:
SECONDARY POC

PHONE NUMBER:

PHONE NUMBER:

EXHIBIT D-3- DEBRIEFING DOCUMENT

ORGANIZATIONAL LETTERHEAD

Date

MEMORANDUM FOR: Company Name
Company Address
City and State

FROM: Contracting Office
Address
City and State

SUBJECT: RFP No. _____, "Project Description"

In response to your letter dated _____, Mr. _____ requested written a de-briefing on the subject project.

Volume I – Pricing – Contractor scored "Satisfactory" in reasonable, realistic and completeness.

Volume II – Past Performance – "Satisfactory" – There were five Past Performance evaluations received with ratings from one "Very Good", 3 "Satisfactory" and 1 "Marginal". The ratings were all based on projects ranging from \$500,000.00 to \$1,000,000.00. There were awards for Safety Excellence, Engineering Society and GARDE Award, which are very commendable.

Volume III Technical – Unsatisfactory Overall- The Project Management Ability Overview was rated as unsatisfactory due to lack of experience and bonding capability. The Material and Product Compliance Schedule was Satisfactory; the Progress Schedule was Exceptional. It was noted that your company has limited bonding (\$1 million). It appears from the documentation provided your company has not performed and lacks experience with contracts on a project of this magnitude (\$3,500,000.00).

It is also noted that your company is not CCR registered and this is a requirement for award of government contracts, though this was not a consideration in the evaluation process.

The Government appreciates the time and effort in submitting this proposal. If you have further questions, please call the undersigned at xxx-xxx-xxxx.

Contracting Officer

EXHIBIT D-4 – BOND REQUIREMENTS LETTER

ORGANIZATIONAL LETTERHEAD

Date

MEMORANDUM FOR Company Name
Company Address
City and State

FROM: Contracting Office
Address
City and State

SUBJECT: Bond Requirements for Contract No. _____, "Description"

1 .Attached is one (1) copy of Contract No. _____, VGLZ _____, in the amount of \$_____.

2. Request you submit Performance and Payment Bond in the amount of 100 percent of the contract amount. Request original and one copy of this bond arrive at this office within ten (10) days after receipt of this letter. In an effort to assist you in bond preparation, a bond checklist has been attached.

3. The Pre-Performance Conference will be scheduled after receipt and approval of Bonds. The performance period is ____calendar days after receipt of the Notice to Proceed.

4. If you should have any questions, please contact the undersigned at xxx-xxx-xxxx.

Contracting Officer

2 Atch
Contract
Bond Checklist

EXHIBIT D-4 – BONDS CHECKLIST

CHECKLIST FOR PERFORMANCE AND PAYMENT BONDS (NGFARS FEB/02)

1. Is the performance bond executed on the correct form (MAY 1996 REV.)? Payment bond (JAN 1990 REV.)?..... ()
2. Is the execution date the same as or later than the contract/award date?..... ()
3. Is the principal's name on the bonds and contract exactly the same?..... ()
4. If the principal is a partnership or joint venture, are the partner's names listed in the principal's block in the upper left hand corner of the bond form with the trade name? ()
5. Is the type of organization correctly checked on behalf of the principal? ()
6. Is the state of incorporation listed on behalf of the principal?..... ()
7. Is the surety's name exactly as listed on the Treasury Department Circular and is its business address listed?..... ()
8. Does the penal sum on each bond comply with FAR 28.102-2?..... ()
9. Is the penal sum of the performance bond within the surety's underwriting limitation from latest TD Circular?..... ()
10. Is the contract date on the bonds the same as the award date in block 31C on Standard Form 1442?..... ()
11. Is the contract number on the bonds the same as the number in block 4 on Standard Form 1442?..... ()
12. Did the principal execute the bonds? Is the typed name and title beneath the signature?.... ()
13. Is the corporate seal affixed to the bonds on behalf of the principal and does it read the same as the name in the principal's block in the upper left corner of the bond form? If not, citation from state law that states that a seal is not required to bind the corporation must be furnished? ()
14. Is the name and address of the surety company listed? ()
15. Did the surety execute the bonds? Is the name and title typed or printed beneath the signature?..... ()
16. Is the corporate seal affixed to the bonds on behalf of the surety?..... ()
17. If co-sureties are executing, did each surety set out exact dollar amounts assumed against penal sum of bond in block marked Liability Limit opposite its name, and do these figures total the penal sum of the bond? ()
18. If the bonds were executed by a foreign surety company, is the commensurate statement included with the bonds?..... ()
19. Is the original power of attorney for the surety company attached to the bonds?..... ()
20. Is there a block on the power of attorney for the penal sum of the bond? If so, does it include penal sum of each bond? (It can be one total for both bonds or each penal sum listed separately). ()
21. Does the power of attorney require an SBA Guarantee Agreement? If it does, it must be furnished with the power of attorney..... ()

22. Is the Attorney-in-Fact's name on the bonds the same as on the power of attorney?..... ()
23. Is the certification date on the power of attorney the same as or later than the bond execution date?..... ()
24. Has the corporate seal been affixed on the power of attorney at the signature of the certifying officer?..... ()
25. Are Reinsurance Agreements on the correct form (AUG 1990 REV)?.....()
26. If an irrevocable letter of credit is furnished, it must comply w/FAR 28.204-3 & the determination from local legal must be furnished. ()
27. **FOR INDIVIDUAL SURETIES ONLY:** Is the individual surety's name and business address listed ()
- a) Do bonds comply with FAR 28.203 - only authorized assets used & escrow accounts set up and attached to the .bonds? ()
- b) If real estate is used, are all of the required forms executed properly and do they comply with FAR 28.203-3?..... ()
- c) Did the individual surety execute the bond and is the name typed beneath the signature?..... ()
28. **HAVE ALL CHANGES OR CORRECTIONS ON THE BONDS BEEN INITIALED BY THE PRINCIPAL AND THE SURETY...** ()
29. Are all of the following documents being forwarded to the Bonds Team?..... ()
- a) original signed signed?..... ()
- b) certificate of authority for principal when executed in a representative capacity?..... ()
- c) reproduced completed copy of the contract/award page SF 1442 front and back?..... ()
- d) copy of contract pages which contain the following: ()
- the bond requirement? ()
- the type of contract (e.g. requirements, indefinite quantity)..... ()
- e) **A RETURN SELF ADDRESSED ENVELOPE?**..... ()
- f) a copy of this completed form with all questions entered "Y" and names and telephone numbers listed below?..... ()
30. **IF YOU CANNOT ANSWER YES, YOU MUST TAKE THE NECESSARY STEPS TO HAVE THE PROBLEM(S)CORRECTED BEFORE SUBMITTING TO BONDS TEAM.**

Reviewer's Name and Phone No.

Contract Specialist's Name & Phone No.

JALS FORM 892

(REV. 3/97)

Exhibit D-4-3 – Department of Treasury’s Listing of Approved Sureties – Department Circular 570

The Department of Treasury’s Listing can be accessed at this website:

http://www.fms.treas.gov/c570/c570.html#Certified_Companies

The surety company listed on the Bonds is highlighted, printed and a copy used for Legal review of the bonds and then filed with the Bonds in this section.



[Surety Bonds Home Page](#)

Department of the Treasury's Listing of Approved Sureties
(Department Circular 570)

WARNING

Please take note that International Fidelity & Surety, Ltd. is NOT a Treasury authorized surety company. DO NOT CONFUSE this company with International Fidelity Insurance Company which IS an authorized surety company.

Updated on January 10, 2002 to add Odyssey America Reinsurance Corporation to the Certified Reinsurer Companies listing.

[Certified Companies](#)

[Certified Reinsurer Companies](#)

[Footnotes](#)

[Notes](#)

[States Insurance Departments](#)

[List of Changes to the July 1, 2001 Circular 570](#) **NEW!!**

[Sign Up for Free E-Mail Notification Service](#)

DEPARTMENT OF THE TREASURY

FISCAL SERVICE

(Dept. Circular 570; 2001 Revision)

COMPANIES HOLDING CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETIES
ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANIES

Effective July 1, 2001

This Circular is published annually, solely for the information of Federal bond-approving officers and persons required to give bonds to the United States. Copies of the Circular and interim changes may be obtained directly from the internet or from the Government Printing Office (202) 512-1800. (Interim changes are published in the FEDERAL REGISTER and on the internet as they occur.) Other information pertinent to Federal sureties may be obtained from the U.S. Department of the Treasury, Financial Management Service, Surety Bond Branch, 3700

East West Highway, Room 6F04, Hyattsville, MD 20782, Telephone (202) 874-6850 or Fax (202) 874-9978.

The most current list of Treasury authorized companies is always available through the Internet at <http://www.fms.treas.gov/c570/index.html>. In addition, applicable laws, regulations, and application information are also available at the same site.

Please note that the underwriting limitation published herein is on a per bond basis but this does not limit the amount of a bond that a company can write. Companies are allowed to write bonds with a penal sum over their underwriting limitation as long as they protect the excess amount with reinsurance, coinsurance or other methods as specified at 31 CFR 223.10-11. Please refer to footnote (b) at the end of this publication. The following companies have complied with the law and the regulations of the U.S. Department of the Treasury. Those listed in the front of this Circular are acceptable as sureties and reinsurers on Federal bonds under Title 31 of the United States Code, Sections 9304 to 9308 [See Note (a)]. Those listed in the back are acceptable only as reinsurers on Federal bonds under 31 CFR 223.3(b) [See Note (e)].

If we can be of any assistance, please feel free to contact the Surety Bond Branch at (202) 874-6850.

Judith R. Tillman
Assistant Commissioner
Financial Operations
Financial Management Service

IMPORTANT INFORMATION IS CONTAINED IN THE NOTES AT THE END OF THIS CIRCULAR. PLEASE READ THE NOTES CAREFULLY.

EXHIBIT D-4 – PERFORMANCE AND PAYMENT BOND DISCREPANCIES LETTER TO CONTRACTOR

ORGANIZATIONAL LETTERHEAD

Date

MEMORANDUM FOR: Company Name
Company Address
City and State

FROM: Contracting Office
Address
City and State

Subject: Contract No. DAHA_____, Project Number and
Title_____, Performance and Payment bond Discrepancies

1. Review of the Performance and Payment bonds submitted by your company were reviewed this date in accordance with the attached JALS Form 892, "Checklist for Performance and Payment Bonds". These bonds are being returned for correction and/or new bonds because of the following discrepancies:

a. The principal's name and title is not typed or printed beneath his signature. (JALS Form 892, Paragraph 12).

b. No penal sum of the bonds is listed on the power attorney form. (JALS Form 892, Paragraph 20).

c. The Power of Attorney does not list the certification date. Must be the date of the contract (30 September xx or later. (JALS Form 892, Paragraph 23).

d. The surety corporate seal was not affixed on the power of attorney form as the signature of the certifying officer. (JALS Form 892, Paragraph 24).

2. Corrected and/or new bonds must be submitted to the Contracting Officer within five (5) calendar days after receipt of this letter. The Surety must initial any and all corrections. If you have any questions, please contact the undersigned at xxx-xxx-xxxx.

Contracting Officer

Attachments:

1. SF 25
2. SF 25A
3. JALS Form 892

EXHIBIT D-4- – INCREASE OF BOND REQUIREMENT

ORGANIZATIONAL LETTERHEAD

Date

MEMORANDUM FOR: Company Name
Company Address
City and State

FROM: Contracting Office
Address
City and State

SUBJECT: Contract DAHA No. _____, VGLZ _____, “Description of Project”

1. In accordance with Contract Clause FAR 52.228-15, Performance and Payment Bonds – Construction, (Company Name) is required to increase the performance bonds commensurate with the increase in the modifications that have been made a part of this delivery order.

2. For your convenience a Standard Form 1415 has been provided. Both your firm and your surety must complete this document. Upon completion, return form to the Operational Contracting Officer.

3. All future modifications with increases to the contract will require the increased bonding prior to final execution of the modification.

4. If you have any questions please call the undersigned at xxx-xxx-xxxx.

Contracting Officer

Atch
SF Form 1415

EXHIBIT D-5-- C.O. LETTER TO CONTRACTOR REGARDING INSURANCE REQUIREMENTS

ORGANIZATIONAL LETTERHEAD

Date

MEMORANDUM FOR: Company Name
Company Address
City and State

FROM: Contracting Office
Address
City and State

SUBJECT: Insurance Agreement, Contract No. _____, Project No. _____, "Project Description"

1. Prior to commencement of work your firm shall procure and maintain during the period of performance under this contract, the following minimum amounts of insurance.

- | | |
|---------------------------------------|--|
| a. Workmen's Compensation | \$100,000 (1) |
| b. Comprehensive General Liability | \$500,000 per occurrence for
(Bodily Injury) |
| c. Comprehensive Automobile Liability | \$200,000 per person &
\$500,000 per accident
for bodily injury and
\$20,000 for property
damage |

(1) Except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.

2. Certificates or written statements shall be furnished to the Contracting Officer at the address below:

Contracting Office
Contracting Address
City and State

3. Further, the certificate or statement shall contain an endorsement to the effect that the Contracting Officer will be given thirty (30) days written notice prior to cancellation or any material changes in the policies that would adversely alter the interest of the Government.

4. In accordance with the clause titled "Insurance Work on a Government Installation", you shall include the substance of this clause in any sub-contract awarded under this contract by your firm. The contractor shall maintain a copy of all subcontractor's proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

//Signed//
Contracting Officer

Attachment:
Certificate of Compliance with
Insurance Requirements

EXHIBIT D-5-2 – INSURANCE CERTIFICATION FORM

CERTIFICATE OF COMPLIANCE WITH INSURANCE REQUIREMENTS

Contract _____

VGLZ _____

TITLE: _____

The undersigned Contractor hereby acknowledges that she/he has read and understands the insurance requirements specified in this Contract, and hereby agree (1) that such insurance will be maintained in at least the amounts and types specified in this Contract and during any modifications and/or time extensions granted thereto; (2) that these required insurance policies will each contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof has been given to the Contracting Officer; (3) that Michigan Workmen's Compensation Insurance, or letter of reciprocal agreement with another state, shall be maintained on this contract for and during the entire performance period and for and during any modifications and/or time extensions granted thereto; and (4) that this agreement is part of the above referenced contract, and shall be legally binding and enforceable by law.

INSURANCE COMPANY (IES) _____ Phone No. _____

CONTRACTOR: _____

(Company Name)

(Company Address)

(Date)

(Authorized Signature)

(Typed Name and Title)

ACCEPTANCE

The undersigned Contracting Officer, on behalf of the United States of America hereby accepts and ratifies the above Agreement.

UNITED STATES OF AMERICA

By: _____

Date: _____

EXHIBIT D-6 – PRE-PERFORMANCE CHECKLIST

Conducting PRECONSTRUCTION and Pre-work Safety Conferences

SAMPLE AGENDA FOR PRECONSTRUCTION CONFERENCE

Note: Selection of items for discussion should be based on the job requirements and the experience of the contractor in the area.

Contract No. _____

Project _____

Contractor _____

Time and Date _____

Place _____

1. Introduction and General Outline of Conference.

- o Introduction of attendees.
- o Outline of conference.
- o Chains of command.

2. Design Briefing (if required).

- o Briefing on design criteria.
- o Critical areas to observe during construction.

3. Administrative and Technical Requirements.

- o Commencement and Completion of Work.
- o Liquidated Damages.
- o Progress Charts and Requirements for Overtime Work.
- o Performance of Work by Contractor.
- o Subcontractors.
- o Operations and Storage Areas.
- o Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvement.
- o Contract Drawings, Maps, and Specifications.
- o Changes and Modification Procedures.
- o Differing Site Conditions.
- o Disputes.
- o Termination for Default--Damages for Delay--Time Extensions.
- o Use and Possession Prior to Completion.
- o Materials and Workmanship.
- o Government Quality Assurance System.
- o Contractor Quality Control System.
- o Contractor Performance Evaluations.
- o Identification of Employees.
- o Permits and Responsibilities.
- o Other Contracts.
- o Gratuities.

- o Project Signs.

Conducting Pre-construction and Pre-work Safety Conferences continued

- o Local Regulations.
- o Correspondence Procedures.
- o Shop Drawings and Materials Submittal.
- o Layout of Work.
- o Quantity Surveys.
- o Variations in Estimated Quantities.
- o Payments to Contractor.
- o Payments for Mobilization (when applicable).
- o Value Engineering-Construction.

4. Labor Relations.

- o Davis-Bacon Act.
- o Contractor Work Hours and Safety Standards Act.
- o Apprentices.
- o Payroll and Payroll Records.
- o Compliance with Copeland Anti-Kickback Act.
- o Withholding of Payment.
- o Contract Termination-Debarment.
- o Subcontractor Requirements.

5. Defense Priorities and Allocations System (DPAs).

- o Priorities, Allocations, and Allotments.
- o Buy American Act--Construction Materials.
- o Government-Furnished Property (when applicable).
- o Salvage Materials and Equipment (when applicable).

6. Safety.

- o Safety and Health Requirements Manual, EM 385-1 -1.
- o Accident Prevention.
- o Cleaning Up.
- o Accident Prevention Preplanning.

7. Contractor.

- o Responsible representative at the home office.
- o Responsible representative at job site.
- o Quality control personnel.
- o Authorities of representatives.
- o Plan of operation.

8. Discussion

- o Critical items.
- o Problem areas.
- o Questions.

EXHIBIT D-6 – PRE-PERFORMANCE LETTER, CONSTRUCTION CONTRACTOR INFORMATION

ORGANIZATIONAL LETTERHEAD

Date _____

MEMORANDUM FOR: Company Name
Company Address
City and State

SUBJECT: Construction Contractor Information Contract _____

1. To insure that your firm has current information regarding the provisions of subject contract this following information is provided. *The following information should be reviewed carefully and changed to reflect your conditions, addresses, etc.*

a. Function and Authority of U.S. Government Personnel.

(1) The Contracting Officer is the only person authorized to bind the Government or make changes to this contract.

(2) The Contract Administrator, Government Inspector and Contracting Officer's Representative will be identified at the Pre-Construction Conference of each project.

b. Superintendence by the Contractor. The Contractor will provide full time superintendence to insure that all his employees connected with the performance of this contract are adequately briefed to insure their proper and timely compliance with the provisions of this contract and that coordination between subcontractors is adequately maintained. The Contracting Officer will be notified, in writing, of the name of the Superintendent of each project.

c. BLANK National Guard Base is a closed base, pursuant to Section 21, Internal Security Act of 1950, 50 U.S.C. 797 and as such, only persons granted permission may enter. A listing of all Contractor personnel who will be working under the contract must be submitted to the Contracting Officer five working days prior to the start of work. During construction, the Contractor shall permit base personnel access to the facilities within the work area. The Contractor shall provide protection to persons and property throughout the progress of the progress of the work.

d. Normal work hours for the Contractor will be between the hours of 7:15 a.m., through 4:00 p.m., exclusion Saturdays, Sundays, and Federal Holidays. If the Contractor desires to work during periods other than those listed, he must notify the Contracting Officer three (3) working days in advance of his intention to work during other periods to allow assignment of additional inspection forces. If Inspectors are required to perform in excess of their normal duty hours/days solely for the benefit of the Contractor, the actual cost of the inspection, at overtime

rates, will be charged to the Contractor and will be deducted from the final payment of the Contract.

e. Federal Holidays are: New Years Day; Martin Luther King's Birthday; President's Day; Memorial Day; Independence Day; Labor Day; Columbus Day, Veteran's Day, Thanksgiving Day and Christmas.

f. Safety: The Contractor will insure that all equipment used in the performance of this contract has proper safeguards to prevent accidents to Contractor and Government personnel. All work shall be performed in accordance with the Michigan Occupational Safety and Health Act (MIOSHA) in accordance with the U.S. Army Corps of Engineers Safety and Health Requirements Manual EM 385-1-1. The more stringent of the two shall apply. Crawl spaces and attics are to be treated as confined space entry. Contractor must follow 29 CFR 1910.146 when making an entry. Where employees can fall more than 6 feet, a fall protection system must be used; 29 CFR 1926.500 stipulates where this occurs and the different types of fall arrest systems. When the Contractor is working in buildings that are occupied by Government personnel, the Contractor must provide Material Safety Data Sheets (MSDS) to the Contracting Officer before they begin the work. The Safety and Health Requirements Manual can be accessed at: <http://www.usace.army.mil/inet/usace-docs/eng-manuals/em385-1-1-toc.htm>

g. All work shall be done in accordance with the applicable codes and/or ordinances in force at the time of construction. It is the Contractor's responsibility to insure that where EPA, DEQ, or other such regulations control the removal, handling, installation or disposal of materials, they shall be strictly adhered to whether or not specifically referenced in the construction documents. The Contractor shall have data sheets available at the site on any materials used to comply with MIOSHA and EPA. Reference FAR 52.223-3 "Hazardous Material Identification and Material Safety Data".

h. Electrical materials and equipment shall be new and bear the UL label or be listed in UL Electrical Construction Materials Directory or Electrical Appliance and Utilization Equipment Directory, wherever standards have been established by the agency. In lieu of the label, the Contractor may submit written certification from any recognized testing agency, adequately equipped and competent to perform such services, that the material or equipment has been tested and conforms to the standards, including the methods of testing used.

i. Inspections and tests are for the sole benefit of the Government and shall not relieve the Contractor of the responsibility of providing quality control measures to ensure that the work strictly complies with the contract requirements. No inspection or test by the Government shall be construed as constituting or implying acceptance. Wherever testing or analysis of material is required, such testing will be made at the Contractor's expense, unless otherwise noted. The Contractor, at no cost to the Government, will accomplish subsequent testing of materials that fail to meet specifications.

j. The Contractor shall provide and maintain an effective quality control program in accordance with the contract. The Contractor shall provide the project CQC plan to the

Contracting Officer within fourteen (14) days of contract award. The document shall include name and address of the independent testing agency and the responsible principal with the firm; a summary of QC tests required by the specification and typical daily report forms to be used for this project.

k. Government Property. Any Government property, which the Government obtains for use by the Contractor in the performance of this contract, must be adequately maintained and safeguarded to insure its return to the Government in a serviceable condition.

l. The Contractor shall maintain the construction site in as clean and orderly condition as possible. All refuse and/or salvage material shall be gathered and disposed of periodically. Accumulation of refuse on the site will not be permitted. All roadways, taxiways and ramp areas within the work area shall be swept daily to assure safe operation of aircraft. Following completion of work, the Contractor shall clean the entire area from any debris and/or excess of misplaced material due to the operation and obtain a Contracting Officer's approval of finished work.

m. All refuse debris, and construction waste shall be legally disposed of, off base, at the contractor's expense. All salvage property removed and not reinstalled shall be returned to the Government at a place designated by the contracting Officer, or properly disposed of when directed. Non-Hazardous Solid Waste should be diverted to recycling, through appropriate means available to the contractor.

n. Contractor must notify the COR, Base Fire Department and Base Security Police at least two (2) hours prior to blocking of any street and at least eight (8) days prior to closures of Jefferson, Wilbur Wright or George Avenue. The Contractor and his work shall not interfere with normal operations of traffic, particularly emergency vehicles and equipment. The Contractor shall use only established haul routes. The Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas and any work or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the Base. The Contractor shall furnish, erect, and maintain weighted barricades, warning signs, and other traffic control devices as required to maintain traffic and insure the safety of aircraft and the Contractor's equipment.

o. The contractor shall be responsible for the coordination of his work with base communications personnel, who will be installing communications system, making them aware of proposed work that may affect the work of their particular trade in process of performance.

p. Any Contractor's equipment that causes or generates electro-magnetic disturbances or interference shall be removed from service until properly repaired. The Contracting Officer may also require repositioning or removal of the equipment from the base.

q. When using radioactive sources for soil compaction tests or stress/support studies for detection of structural/weld defects in structural framing, pressurized pipe, vessels, etc. on the

base, must comply with documentation required by the Base Radiation Safety Officer (RSO) at 127WG/EM

r. Hazardous Material Usage: The Contractor shall establish a hazardous material (HM) storage and distribution system when HM is to be used. All HM required to support the contract shall be reported to the COR using the Contractor HM Identification Form (Attachment 1). The Contractor HM Identification Form will be provided to the Contractor at, or prior to, the Pre-Construction Meeting. The contractor planning to use HM for the work must register with the Base Hazardous Material Pharmacy (HMP), Building 1515, prior to start work. The Contractor shall maintain Contractor HM Identification Form for HM on the job site for inspection/verification.

s. The Resource Conservation and Recovery Act (RCRA – 42 U.S.C.A. #6962), Executive Order 13101, 14 Sep 98 “Greening the Government through Waste Prevention Recycling and Federal Acquisition” and Air Force Instruction (AFI) 32-7080, Compliance Assurance and Pollution Prevention mandates waste prevention and recycled-content requirements in each contract. A plan is underway to implement these procedures.

t. Commercially own/operated Radioactive Sources Used on Selfridge ANG Base MI. Prior to the use of any radioactive source products being used at Selfridge ANG, information/documentation shall be reviewed and approved by the Base Radiation Safety Officer (RSO) (127WG/EM – 810-307-5363)

u. Nondiscrimination in Employment. The Contractor will comply with the provisions of the Secretary of Labor on Equal Opportunity (41 CFR Chapter 60). All posters furnished to the Contractor regarding this subject will be posted in a conspicuous place so all Contractor personnel may easily read the contents. Posters are available at: <http://www.dol.gov/dol/esa/>

v. The Contractor must be registered in the Central Contractor Registration (CCR) database with Electronic Funding Transfer (EFT) in place. This can be accomplished VIA Internet at: <http://www.ccr2000.com/>

w. The Contractor is responsible for the Insurance Form (Attachment 2) to be completed and returned to the Contracting Officer certifying Insurance requirements of this contract are maintained for the duration of the contract.

x. The Contractor shall complete a Statement of Acknowledgment, SF 1413, (Attachment 3) for each subcontractor that is employed for this contract and submit to the Contracting Officer. This form, and a list of all employees, will be submitted to the Contracting Officer within five (5) days prior to the start of work under the contract. The Contract Administrator will notify Pass & ID Office of personnel that will be obtaining a pass to this installation. Notify the Contracting Office of any new subcontractors by submitting a SF 1413, when they are added to the project.

y. *The Contractor shall prepare a Progress Schedule, AF Form 3064 (Attachment 4) for all projects where performance shall exceed 59 days. For projects over \$1 million, progress schedule will be submitted on Microsoft Project (latest version). This Schedule will be submitted on for approval of the Contracting Officer. All Materials listed on the AF Form 66, Schedule of Material Submittals (or similar format) are to be submitted and approved by the Contracting Officer, with AF Form 3000(Attachment 6), prior to the purchase of materials. An AF Form 3065, Contract Progress Report (or detailed listing showing progress)(Attachment 7) is to be submitted monthly(or with payment requests) to the Contracting Office, after coordination with the COR.*

z. Payments. The Contractor will be paid once each month for percentage of work completed during the preceding month for projects with a 60-day performance period, or more. Projects of less than 60 days, partial payments will be considered on a case-by-case basis. Invoices will be submitted to the Operational Contracting Division in accordance with the applicable provisions of this contract. Each monthly invoice (Attachment X) must include a Contractor Progress Payment Certification (Attachment 8) and a breakdown of subcontractor data as listed on the Subcontractor's Payment Register (Attachment 9) and the coordinated progress report.. This register is available in Excel format and will be e-mailed to your firm on request. You may opt to provide this information in a format of your choice; however, your format must mirror the data on the Subcontractor's Payment Register.

aa. The contractor is responsible for providing certified payrolls **weekly** for the prime contractor and each of the subcontractors. Payrolls must not be held and submitted only with payment requests since payrolls must be reviewed prior to payment being made. Holding of weekly payrolls could result in payment delays due to untimely submissions. Payrolls are to be completed as per Attachment 10. It is important that the payrolls are numbered, the final payroll annotated as "Final" and any "no work" periods annotated as such. The employee name, address, Labor Classification and Group Number that applies to their job classification must be clearly stated and match the Wage and Determination that has been furnished for this project. Additional copies of the Wage Determination are available from the Contracting Office.

bb. Before final payment is requested, the Contractor must obtain final inspection and complete any items on the punch list. In addition to final invoice, the Contracting Officer requires a Warranty Letter, Release of Claim form (Attachment 11) and any other documentation for the project.

2. If your firm should encounter any problems during the period of this contract, please call, write, or e-mail your Contract Administrator or the Contracting Officer. Your effective and timely performance will preclude unnecessary correspondence thereby saving your dollars as a taxpayer.



EXHIBIT D-6 – PRE-PERFORMANCE LETTER, CONTRACTING OFFICER REPRESENTATIVE INFORMATION

CONTRACTING OFFICER’S REPRESENTATIVE INFORMATION

1. Under authority contained in DOD FAR Supplement (DFARS) 201.602-2 and Army Far Supplement (AFARS) in 1.602-2-90, a Contracting Officer’s Representative (COR) and an Alternate will be identified for each project. Their responsibilities under the appointment are limited to the following:

a. Inspection and acceptance of work. Insure materials used are in compliance with Contracting Officer’s approved AF Form 3000, Material Approval Submittal. Forward weekly progress reports until the contract is complete. Weekly progress reports will contain individual elements of work for this project.

b. Interpretation of specifications and drawings.

c. Enforcement of safety requirements.

d. Advise the Contracting Officer when new subcontractors, if any, appear on the job site.

e. Coordinate signatures maintain and distribute any SANGB Form 0-54, Construction Field Changes, to all appropriate offices.

f. Assure that the Contractor complies with contract requirements and report all deviations to the Contracting Officer.

g. Conduct a pre-final inspection with the Contractor to assure that the project is ready for final inspection.

h. Notify the Contracting Officer when the project is ready for final inspection and assist in the final inspection. Provide a final inspection punch list and SANG Form 0-61, Selfridge ANG Contract Final Inspection Report, at the completion of punch list items. The Contracting Officer is the only one with authority for final acceptance of the work.

i. Notify the Contracting Officer immediately regarding differing site conditions and notify the Contracting Officer and engineer of record regarding application issues that cannot be resolved on-site with the Contractor.

2. The COR is not empowered to award, agree to or sign any contract or contract modifications or in any way to obligate the payment of money by the Government. They may not take any action which may affect contract schedule, funds or scope. The Contracting Officer shall make all contractual agreements, commitments or modifications, which involve price, quantity,

quality, delivery schedules or other terms and conditions of the contract. The COR may be personally liable for unauthorized act.

3. The designation as COR is limited to the named individual and is not redelegable. The COR designation shall remain in effect through the life of the contract, unless sooner revoked in writing by the Contracting Officer. If the COR is to be reassigned or separated from Government service, the Contracting Officer shall be notified sufficiently in advance of reassignment or separation to permit timely selection and designation of a successor COR. If the designation is revoked for any reason before completion of this Contract, records will be turned over to the successor COR or obtain disposition instructions from the Contracting Officer.

4. The COR is required to maintain adequate records to sufficiently describe the performance of duties as a COR during the life of this Contract and to dispose of such records as directed by the Contracting Officer. As a minimum, the COR file shall contain the following:

a. A copy of the letter of appointment from the Contracting Officer, a copy of any changes to that letter and a copy of any termination letter.

b. A copy of the Contract with applicable modifications, plans and specifications, and addendums.

c. A record of inspections (AF Form 1477, Construction Inspection Record) performed and the results. The AF Form 1477 shall be turned over to the Contracting Officer at the conclusion of the contract work.

d. A copy of the Contract Progress Schedule and the bi-weekly progress reports.

5. This designation does not authorize the COR to take the following actions, all of which remain the responsibility of the Contracting Officer:

a. Make changes to the scope of work and contract price.

b. Ordering work stoppage. The Contracting Officer will direct this action.

c. Extending contract completion date.

d. Terminating the contract in whole or in part.

e. Request the Contractor to submit proposals for contract modification.

f. Certify invoices for payment.

5. The COR may not:

- a. Direct the Contractor's workforce or have any direct contact with the Contractor's workforce other than the Job Superintendent.
 - b. Disclose upcoming projects and their estimated cost to any Contractor personnel.
 - c. Ask the Contractor to give an estimate of cost and/or repair options for other projects.
 - d. Use Contractor's equipment to access project site due to liability.
6. The COR must take care in all actions to avoid any action or appearance of action that would appear to be an agreement to sign an award, agree to or sign any contract modification thereto, or in any way to obligate the payment of money by the Government.
7. All personnel engaged in contracting and related activities shall conduct business dealings with industry in a manner above reproach in every aspect and shall protect the U.S. Government's interest, as well as maintain its reputation for fair and equal dealings with all contractors. DoD 5500.7-R (http://www.defenselink.mil/dodgc/defense_ethics) sets forth standards of conduct for all personnel directly and indirectly involved in contracting.
8. A COR who may have direct or indirect financial interest which would place him/her in a position where there is a conflict between the COR's private interests and the public interests of the United States shall advise the supervisor and the Contracting Officer of the conflict so that appropriate actions may be taken. CORs shall avoid the appearance of a conflict of interest to maintain public confidence in the U.S. Government's conduct of business with the private sector.

EXHIBIT D-6 – PRE-PERFORMANCE LETTER, LABOR STANDARDS

MEMORANDUM FOR ALL CONTRACTORS AND SUBCONTRACTORS

FROM:

SUBJECT: Pre-construction Letter

1. The labor standards requirements for the construction contract, which you have been awarded, are based on the following statutes and regulations:

Davis-Bacon Act:

(1) All mechanics and laborers (those workers and working foremen who work predominately with their hands or with tools and equipment, whether employed by a prime contractor or by a subcontractor) employed or working directly upon the site of work will be paid not less than once a week. Each worker will be paid not less than the hourly rate shown on his classification in the wage determination.

(2) Fringe benefit payments will be paid in the amount of the wage determination. They may be paid by making payment in cash or by making payment to a fund, plan, or program.

(3) Whenever any laborer or mechanic is to be employed in a classification not listed in the wage determination, you are required to submit a statement of the proposed additional classification and minimum wage rate, including fringe benefit payments, if any, to the contracting officer for approval. Upon approval, the additional classification and rate shall be posted with the wage determination on the job site.

(4) Violation of any part of this Act may result in the termination of your right to proceed with the work.

b. Contract Work Hours and Safety Standards Act - Overtime Compensation:

(1) Any laborer or mechanic doing any part of the work contemplated by this contract who is required or permitted to work more than forty (40) hours in any work week, shall be compensated for such overtime hours at a rate not less than one and one half times his/her basic hourly rate of pay.

(2) Violators of the provisions of this Act will result in your being liable to the affected employee for any amounts due, and to the United States for liquidated damages in the amount of \$10 for each calendar day each employee is permitted to work in violation of the Act.

Copeland ("Anti-Kickback") Act:

(1) No laborer or mechanic will be forced, intimidated, threatened by dismissal for employment, or induced by any other manner to give you any part of the compensation to which he/she is entitled.

(2) Violation of this Act could result in the violator being fined not more than \$5,000 or imprisoned for not more than five (5) years, or both.

d. Apprentices:

(1) Apprentices will be permitted to work as such only when they are registered individually, under an apprenticeship program recognized by or registered with the United States Department of Labor.

(2) Prior to using any apprentices on the work required by this contract, you are required to furnish written evidence of their registration as well as the ratio allowed and the wage rate required to be paid.

e. Payrolls and Basic Records:

(1) You are required to maintain during the course of work and for a period of three

(3) Years thereafter all payrolls and basic records for all laborers and mechanics working on this contract.

(2) Authorized representatives of the contracting officer and the Department of Labor will inspect these records. You are also required to permit these representatives to interview your employees during working hours on the job.

f. Parts 3 and 5 of the Secretary of Labors Regulations (Parts 3 and 5, subtitle A, Title 29, Code of Federal Regulations).

g. Equal Opportunity: In connection with the performance of work under this contract, discrimination against any employee or applicant for employment because of race, sex, religion, color, or national origin is prohibited. The aforesaid provision shall include, but not be limited to the following:

(1) Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

(2) Posters regarding the above will be supplied to you. Such posters must be posted in conspicuous places at the job site and available to employees and applicants for employment.

2. Compliance with the intent and requirements of these labor standards provisions will be observed during site visits to the job-site by personnel of the contracting office or the U.S. Department of Labor.

3. If you have any questions in regards to the above, contact your contract administrator or the undersigned.

EXHIBIT D-6 – PRE-PERFORMANCE LETTER, LABOR STANDARDS REQUIREMENT

CONTRACT LABOR STANDARDS REQUIREMENTS

1. The following information was prepared to assist you in understanding and complying with the Labor Standards requirements in this contract. The employees of your company and those of any subcontractors whose duties are directly related to these provisions, such as payroll clerks and secretaries should find the contents of this letter especially helpful. Compliance to the Labor Standards requirements by your firm and of your subcontractors cannot be overemphasized.

2. The Labor Standards Requirements in this contract are based on the following Statutes and Regulations:

- a. Davis-Bacon Act.
- b. Contract Work Hours and Safety Standards Act.
- c. Copeland "Anti-Kickback" Act.

d. Parts 3 and 5 of the Secretary of Labor Regulations (Part 3 and 5, Subtitle A, Title 29, Code of Federal Regulations).

3. The Statutes and Regulations listed above, and those derived there under, have been outlined in brief and should be used in conjunction with your in-depth study of these provisions (Definitions of pertinent terms have been included for your convenience).

- a. Definition of Terms:

(1) "Mechanics and Laborers" means those workers and working foremen who work predominantly with their hands or with tools and equipment, whether employed by a prime contractor or by a subcontractor at any tier. This does not include office workers, superintendents, technical engineers or scientific workers.

(2) The "site of the work" may include the sites of job headquarters, storage yards, prefabrication or assembly yards, quarries or barrow pits, batch plants, and similar facilities if they are set up for and serve exclusively the particular construction operation and are reasonably near the site. Transportation of materials, equipment, or personnel to and from the site is included, but such transportation by common carriers, established trucking firms, material suppliers, or manufacturers is excluded.

(3) Contracts with bona fide material suppliers or with manufacturers to produce, supply, or deliver items to the site of the work for use in the construction activities are not subject to Davis-Bacon and related Acts, nor is transportation by common carrier over regular routes. However, if such a supplier, manufacturer, or carrier performs as a subcontractor, his laborers and

mechanics, including apprentices and trainees, performing at the "site of the work" are subject to the applicable wage determination under this contract in the same manner as the prime contractor.

b. Davis-Bacon Act:

(1) All mechanics and laborers (those workers and working foremen who work predominantly with their hands or with tools and equipment), whether employed or working directly upon the site of the work will be paid not less than once a week. Each worker will be paid not less than the hourly rate shown on his classification in the wage determination.

(2) Fringe benefit payments will be paid in the amount specified in the wage determination. They may be paid by making payment in cash or by making payment to a fund, plan, or program.

(3) Whenever any laborer or mechanic is to be employed in a classification not listed in the wage determination, you are required to submit a statement of the proposed additional classification and minimum wage rate, including fringe benefit payments, if any, to the Contracting Officer for approval. Upon approval, the additional classification and rate shall be posted with the wage determination at the job site.

(4) Wage rates must be posted on the job site in a prominent place where they can be easily seen by the employees. All employees shall be informed of their own wage rates and classifications.

(5) Violation of any part of this Act may result in the termination of your right to proceed to the work.

c. Contract Work Hours and Safety Standards Act:

(1) Any laborer or mechanic doing any part of the work contemplated by this contract who is required or permitted to work more than forty hours in any work week shall be compensated for such overtime hours at a rate not less than one and one-half times his basic hourly rate of pay.

(2) Violations of the provisions of the Act will result in your being liable to the affected employee for any amounts due, and to the United States government for liquidated damages in the amount of \$10.00 for each calendar day each employee is permitted to work in violation of the Act.

d. Copeland "Anti-Kickback" Act:

(1) No laborer or mechanic can be forced, intimidated, threatened by dismissal for employment, or induced by any other manner to give up any part of the compensation to which he is entitled.

(2) Violation of this Act could result in the violator being fined not more than \$5,000.00 or imprisoned not more than five years, or both.

e. Apprentices:

(1) Apprentices will be permitted to work as such only when they are registered, individually, under an apprenticeship program recognized by or registered with the United States Department of Labor.

(2) Prior to using any apprentices on the work required by this contract, you are required to furnish written evidence of their registration as well as the ratio allowed and the wage rate required to be paid.

f. Payrolls and Basic Records:

(1) You are required to maintain during the course of work and for a period of three year thereafter all payrolls and basic records for all laborers and mechanics working on this contract. The benefits to be realized by your firm and all Subcontractors in keeping complete work records cannot be overemphasized.

(2) You are required to submit one copy of all payrolls to this office weekly. You are responsible for the submission of your subcontractor's Payrolls and for their review to ascertain correctness. Each payroll will be submitted as an attachment to a Weekly Statement of Compliance form that will be furnished by this office. Each payroll will contain the name and address, the correct classification, rate of pay including fringe benefit payments, daily and weekly number of hours worked, deductions made and actual wages paid for each laborer and mechanic employed or working directly upon the site of work. All deductions from wages and the amounts thereof will be inserted on the Weekly Statement of Compliance.

(3) These records will be made available for inspection by authorized representatives of the Contracting Officer and the Department of Labor. You are also required to permit these representatives to interview your employees during working hours on the job.

g. Withholding of Funds: The Contracting Officer may withhold payments due or future payments as may be considered necessary (1) to pay employees on the work (see paragraphs 3b and 3e) of your firm or of any subcontractor (2) for liquidated damages under the clause entitled "Contract Work Hours and Safety Standards Act - Overtime Compensation".

h. Subcontracts: Your firm shall insert the Labor Standards Provisions of this contract in all subcontracts.

i. Contract Termination - Debarment: A breach of the Labor Standards Requirements may be grounds for termination of the contract, and for debarment as provided in 29CFR 5.6.

j. Disputes Concerning Labor Standards: Disputes arising out of the labor standards provisions shall be subject to the disputes clause except for disputes concerning classification of wage rates which shall be referred to the Secretary of Labor.

4. Equal Employment Opportunity: In connection with the performance of work under this contract, discrimination against any employee or applicant for employment because of race, religion, color, or national origin is prohibited. The aforesaid provision shall include, but not be limited to, the following: Employment upgrading, termination; rates of pay or other forms of compensation and selection for training including apprenticeship. Posters regarding the above will be supplied to you under separate letter. Such posters must be posted in conspicuous places at the job site, available to employees and applicants for employment.

5. A COPY OF THESE REQUIREMENTS SHALL BE FURNISHED TO EACH SUBCONTRACTOR.

CERTIFICATE OF COMPLIANCE WITH INSURANCE REQUIREMENTS

EXHIBIT D-6 –7 – ATTENDANCE SHEET

ATTENDANCE SHEET

The undersigned attended a Pre-Performance Conference Meeting at 1400 hours, on __ Jan __, Operational Contracting Division Conference Room for:

Project No. VGLZ _____, “Description of Project”

<u>NAME</u>	<u>FIRM/OFFICE SYMBOL</u>	<u>PHONE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
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_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

EXHIBIT D-6 –8 – MEETING MINUTES

PERFORMANCE CONFERENCE MINUTES

(Project Description)

Contract No. _____ or VGLZ NO. _____

Date _____

A Pre-Performance Conference was conducted at 9:00 am, this date in the Conference Room of Bldg _____. See attendance sheet for list of attendees. A round table introduction was held.

Capt. _____ gave a briefing on flight-line safety, and reminded the contractor that they will be working in close proximity to an active taxiway. If the Contractor requires access onto the taxiway, for whatever reason, he is to give Airfield Mgt a couple days advance notice.

Mr. _____ gave a fire safety briefing, and stressed work site cleanliness and maintaining access to the work site areas. If welding permits will be required, they may be obtained at Bldg 806. Contractor is to maintain all equipment in a safe working condition. If the Contractor calls 911, from a cell phone, it will not ring on base, however, the call will get patched thru to whomever, and emergency vehicles will respond to the site.

Mr. _____ also mentioned fuel storage, which shouldn't be a problem, as the Contractor intends on having equipment fueled in the field by others. Also mentioned were dumpsters and porta-johns, as they too are the Contractor responsibility.

Sgt _____ briefed on contractor safety and provided handouts to the contractor. He covered such topics as trenching/shoring, barricades on holes left open, and confined space entry (CSE) (there doesn't appear to be any requirement for CSE). He further explained the use of MSDS documents, more on site cleanliness, and the requirement to maintain an injury log. He also stated that this and any other projects on SANGB are subject to MIOSHA rules and subsequent inspections. He informed the Ktr that he can be reached in Bldg ____4 or call him at X-_____.

Chief _____ briefed the contractor on security. All vehicles must be registered, and the plates, registration and insurance must be current. There are no weapons allowed on the installation and the contractor should always be aware of their proximity to the taxiway. The contractor is to obey all of the posted speed limits and clean up all spills as necessary. The contractor is also to provide escorts for gravel trains.

Mr. _____ proceeded to brief the contractor on environmental issues. He again mentioned the use and tracking of Hazardous Materials, following the guidance in SANGBI 23-11, and the proper documentation of SANG Form 23. He also stated that all equipment containing a radiation source must be approved prior to being brought on base. He mentioned the IRP sites and soil screening procedures and that the Ktrs site plan is to include the screening procedures. When hazardous materials are encountered, they are to notify Environmental immediately. The soil erosion permit must be obtained prior to starting work. The Ktr identified Mr. Bruce Young as the "Storm Water Operator. If there are "no hits" on excavated soils, they can be reused on

the site. If “hits” are obtained above the background readings, the Ktr is to notify LGC immediately. If hazardous materials must be removed from the site, they must be legally transported to a Type II landfill. In “high hit areas” the excavated materials must be taken to a Type I landfill.

Mr. _____ (Contractor) stated that per their instructions, this project was bid as a clean site. This was acknowledged by Base Civil Engineer and Contract Administrator. Bruce further stated that if HAZWOPER Trained individuals are required, things will change and they will be treated as a “changed condition”. Mr. Contractor also verified that clean excavated materials could be reused on site. The term PID was questioned, and Mr. Environmental defined it as a Photo Ionization Detector.

Access to the site was discussed, as was ensuring access to Bldg____, Munitions. Access to munitions is critical, because deliveries can show up unannounced. For temporary parking, they can utilize the parking area at the small arms range. As an alternate access route, carriers can use Alpha Taxiway, however, they must have government escorts.

The construction management for this project may be handled in-house. POC will be _____(COR) The contractor will prepare and submit the required progress schedules. Winter conditions may become a factor, and will be dealt with accordingly. Before the winter weather arrives, the contractor intends on pulverizing, grading and rolling. Job site restoration is to be included in the contractors Quality Control Plan. The contractor is to contact MISSDIG and will pick up the soil erosion plan.

According to Mr. Engineer, he is working on Addendum No. 2, which deals with paving at/around the new fire station, water mains, relocating a “pole” at the north end, and widening the traffic lanes an additional two (2) feet each.

The AF Form 3035 was discussed with Mr _____, and the Notice to Proceed was signed. The performance period will start effectively _____ and will run for 120 days to _____.

Job Progress Meeting No. 1 is scheduled for 1:00 pm in the LGC Conference Room on _____.

//Signed//
Contract Administrator

cc: All attendees

EXHIBIT D-7 – NOTICE TO PROCEED

ORGANIZATIONAL LETTERHEAD

Date

MEMORANDUM FOR Company Name
 Company Address
 City and State

FROM: Contracting Office
 Address
 City and State

SUBJECT: Notice to Proceed, Contract No. _____, Project No. _____,
“Description of Project”

This letter will serve as your written Notice to Proceed with Contract No. _____, under
the Terms and Conditions of Contract.

2. Under the terms of your contract, work shall commence within ten (10) calendar days and
shall be completed within one hundred eighty (180) calendar days after receipt of the Notice to
Proceed.

Contracting Officer

cc:
Civil Engineering Office
Inspector
COR

Receipt Acknowledged Date

CHAPTER 6: TAB E – CONTRACT ADMINISTRATION



Tab E– Contract Administration

TAB NO.	SECTION
E	CONTRACT ADMINISTRATION
E-1	Delegations and Appointments
E-2	Progress Meetings
E-3	Site Visits Documents
E-4	Delinquency Documents.
E-5	Disputes/Alternative Dispute Resolution/CO Decisions
E-6	Liquidated Damages Assessment Data
E-7	Surety Correspondence
E-8	Request For Information (RFIs)
E-9	Accident Prevention Plan
E-10	Miscellaneous Correspondence

FAR Part 42 addresses the Administration functions of the Contracting Officer. FAR 42.302 specifies the Contracting Officer functions and what functions can be delegated by the Contracting Officer.

The Contracting Officer shall make every reasonable effort to respond in writing within 30 days to any written request from a small business concern with respect to a contract administration matter. This provision does not apply to a request for a contracting officer decision under the Contract Disputes Act of 1978. For claims of \$100,000.00 or less, the CO must render a decision within 60 days after receiving the written request from the contractor. For claims that exceed \$100,000.00, the CO must render a decision within 60 days after receiving a certified claim, or notify the contractor when a decision will be issued.

Because Contract Administration can become very complex and can range from a simple project to one that could end up at the ASBCA, or Federal Claims Court, it is important to document the file with every piece of evidence pertaining to the project. This documentation can provide relief from unnecessary court actions as well as making the administration of the contract flow smoothly between Administrators.

TAB E –1 DELEGATIONS AND APPOINTMENTS

Tab E-1 contains the Contracting Officer's Representative (COR) letter and other delegations.. The Contracting Officer's Representative letter is completed, accepted and distributed at the Pre-Construction Conference (Tab D-7). This letter identifies the pertinent personnel assigned to this project, who has the authority to act as the COR and what responsibilities the COR has. The COR must be a Federal Employee. The COR is one of the most useful personnel on the team as this person is on site daily, keeps logs of conditions and can prepare "No Cost Change Orders" (Field Changes), if authorized by the Contracting Office.

The contractor is to notify Contracting Office of the Superintendent in charge of this project, nature of his/her responsibilities and the level of authority they have been delegated.

When the awarding Contracting Officer delegates authority to other CO's to execute modifications, within their warrant level, a letter of delegation should be provided. This is often the case when the SCS at USPFO awards a contract but the ANG or field office Contracting Officer does administration.

Reference(s): FAR 52.236-6

DFARS 201.602-2 and 252-201-7000

AFARS 5153.9001

NGBFARSUP 1.602-2-90

Exhibits:

COR Letter

Superintendent Delegation

Appointment of Administrative Contracting Officer

Field Change Authorization Letter

TAB E-2 CONTRACT JOB PROGRESS MEETING (JPM)

Tab B-2 contains the Job Progress Meeting (JPM) Minutes. Job Progress Meetings are often used in the administration of the project. The minutes can be prepared by the Contract Administrator, Architect/Engineer or can be delegated to a qualified person. These minutes are a valuable tool when settling disputes, differences of opinion, tracking issues of a project, and numerous issues. The minutes of the meeting are filed in this section as well as any other tracking devices (Issues Tracking Document) for the progress of this project. These minutes are to be electronically distributed to members of the team.

Reference(s):

FAR 42.503

Exhibits:

JPM Minutes
Issues Tracking Document

TAB E-3 SITE VISITS DOCUMENTATION

Tab B-3 contains the Site Visit Documentation. Site visits are a requirement of each project and their regularity usually is based on the complexity of the project. Large projects should be visited weekly, the Site Visit Form completed by the Contract Administrator, reviewed by the Contracting Officer and filed in this section. Labor interviews should be conducted at each site visit. See Tab F for Labor Interview Form and responsibilities.

References:

FAR 22.406-1(a)(2)
FAR 36.523

Exhibits:

Site Visit Form

TAB E-4 DELINQUENCY DOCUMENTATION

Tab E-4 contains all delinquency documentation, such as Cure Notices, Show Cause Letters, Letters of concern, Default Notices, letters, Memo for Record, electronic documentation that pertains to any problem resulting in contractor delinquency on this project. The letter of concern notifies the contractor that the performance period has expired, or near expiration; however, the contractor is to diligently pursue completion. The Cure Notice allows the contractor 10 days to cure a problem. The Surety Company receives a copy of this letter giving them notice that there is a problem with this contract that ultimately could result in default. The Show Cause letter gives the contractor a 10-day opportunity to present excuses why they should not be terminated. The Termination letters would be sent when all other procedures have failed. All documentation from the Government to the contractors regarding delinquency must be sent by certified mail in order to establish the date the Contractor received the letter and to establish the date when his response must be provided to the Contracting Officer. Cure Notices, Show Cause letters and Termination letters must be reviewed by Legal before sending to contractor. A shut down form is included in this section to be used when shut down of a project is eminent.

Reference(s):

FAR 49.601
FAR 52.249
FAR 49.607
DFARS 249
DFARS 252

Exhibits:

Letter of Concern
Cure Notice
Show Cause Letter
Default Letter
Termination for Convenience Letter
Shutdown form

TAB E 5 – DISPUTES/ALTERNATE DISPUTE RESOLUTION/ CO DECISIONS

TAB E-5 contains documentation relative to Claims, Disputes, Alternative Dispute Resolution (ADR) and Contracting Officer's Final Decision.

It is the goal of the Air Force to partner with contractors and to resolve issues/claims/disputes using Alternative Dispute Resolution. ADR is accomplished after a dispute arises and before a final decision is rendered. ADR can result in Conciliation, Facilitation, Fact Finding, Mini-trials or use of an Ombudsman. This method increases the opportunity for relatively inexpensive and expeditious resolution of issues in controversy. It often alleviates unnecessary court actions, loss of personnel time and costs. Upon completion of ADR, the Contracting Officer renders a Final Decision. If the decision results in compensation for the contractor, funds to settle the dispute must be obtained and a Modification to the Contract issued.

References:

FAR 33.201
FAR 33.214
FAR 52.233-1(g)
FAR 49-601
DFARS 233.2

Exhibit:

Letter to Contractor relating to Claim and ADR
Contracting Officer's Final Decision Cover Letter
Contracting Officer's Final Decision

TAB E-6 LIQUIDATED DAMAGES ASSESSMENT DATA

TAB E-6 contains documentation relating to assessment of Liquidated Damages. The basic daily rate of Liquidated Damages is filed in Tab A-7 of the Contract. Liquidated damages are included in the contract when delivery or performance is so important that the Government may reasonably expect to suffer damage. The CO should actively seek performance by the contractor or expeditiously terminate the contract and repurchase the needed supplies or services. When it

is in the, by Letter of Concern, that in the Government allowing this, the Government does not waive rights to Liquidated Damages.

References:

FAR 11.5
FAR 52.211-12
DFARS 211.5

Exhibit:

CO's Decision to Assess Liquidated Damages

TAB E-7 SURETY CORRESPONDENCE

Tab E-7 contains all documentation to Surety Company where actions of the contractor have developed into delayed performance period, Cure Notices, Show Causes etc. The Surety is to be provided copies of all documentation as their Bond creates their liability to complete the project if the contractor should default in performance. Performance and Payment Bonds and Increases to those Bonds would be filed in Tab D – Post Award Documents. Correspondence to and from Surety Companies, including Surety forms requestion information (i.e., requests for information on the progress of the work, payments and estimated percentage of completion, requests from subcontractor for Surety Company information and any other Surety Company correspondence would be filed in this section.

Reference(s):

FAR 28-106-6

Exhibit:

Surety Company's Request for Information Letter

TAB E-8 REQUEST FOR INFORMATION (RFI)

Tab E-8 contains all requests for information received from the contractor. When technical in nature, they are forwarded to the Engineer, Architect/Engineer (when applicable) and COR for technical response. For large projects a log should be maintained to track this correspondence. The RFI, responses to RFI from Engineer/COR and CO/CA responses to the contractor are all contained in this section.

Reference(s): No Specific Reference

Exhibit: RFI Tracking Log
Request for Information (RFI) and Government Responses

TAB E-9 ACCIDENT PREVENTION PLAN

Tab E-9 contains the Accident Prevention Plan, when required, provided by contractors in a fixed price construction or dismantling, demolition, or removal of improvements contract when it is contemplated that the contract amount is above the simplified acquisition threshold. The plan is required for contracts that involve (a) work of a long duration or hazardous nature, or (b) performance on a Government facility that on the advice of technical representatives involves hazardous materials or operations that might endanger the safety of the public and/or Government personnel or property. The proposed written plan must be submitted before commencing the work. The contractor is obligated to meet with COR to discuss and develop a mutual understanding relative to administration of the overall safety plan

Reference:

FAR 36.513

FAR 52.236-13

TAB E-10 MISCELLANEOUS CORRESPONDENCE

Tab E-9 contains all miscellaneous correspondence not identified in 1 through 8 above, including notification to Pass & Id for contractor and subcontractor passes.

EXHIBIT E-1 – CONTRACTING OFFICER REPRESENTATIVE (COR) LETTER

INSTALLATION LETTERHEAD

Memorandum for COR Name

SUBJECT: Appointment as Contracting Officer's Representative (COR) for Contract No. _____, VGLZ _____, Description “_____”

1. Under authority contained in DOD FAR Supplement (DFARS) 201.602-2, Army Far Supplement (AFARS) in Manual 2, Appendix D and National Guard Federal Acquisition Regulation (NGFAR) 1.602-2-90, _____ (primary) and _____ (alternate) are designated the Contracting Officer's Representative (COR) in administration of the following contract:

Contract Number:

For: VGLZ

Contractor

Contract Period: __Calendar Days

2. Your responsibilities under the appointment are limited to the following:

- a. Inspection and acceptance of work. Insure materials used are in compliance with Contracting Officer's approved AF Form 3000, Material Approval Submittal. Forward weekly progress reports until the contract is complete. Weekly progress reports will contain individual elements of work for this project.
- b. Interpretation of specifications and drawings.
- c. Enforcement of safety requirements.
- d. Advise the Contracting Officer when new subcontractors, if any, appear on the job site.
- e. Coordinate signatures maintain and distribute Construction Field Changes (SANGB Form 0-54), to all appropriate offices.
- f. Assure that the Contractor complies with contract requirements and report all deviations to the Contracting Officer.
- g. Conduct a pre-final inspection with the Contractor to assure that the project is ready for final inspection.

h. Notify the Contracting Officer when the project is ready for final inspection and assist in the final inspection. Provide a final inspection punch list and SANG Form 0-61, Selfridge ANG Contract Final Inspection Report, at the completion of punch list items. The Contracting Officer is the only one with authority for final acceptance of the work.

i. Notify the Contracting Officer immediately regarding differing site conditions.

j. Notify the Contracting Officer and engineer of record regarding application issues that cannot be resolved on-site with the Contractor.

3. You are not empowered to award, agree to or sign any contract or contract modifications or in any way to obligate the payment of money by the Government. You may not take any action, which may affect contract schedule, funds or scope. Changes to construction contracts are not to be made via credit cards micro-purchase per NGFAR, February 2001. The Contracting Officer shall make all contractual agreements, commitments or modifications, which involve price, quantity, quality, delivery schedules or other terms and conditions of the contract. The COR may be personally liable for unauthorized act.

4. The designation as COR is limited to the named individual and is not redelegable. The COR designation shall remain in effect through the life of the contract, unless sooner revoked in writing by the Contracting Officer or unless you are separated from Government service. If you are to be reassigned or separated from Government service, you shall notify the Contracting Officer sufficiently in advance of reassignment or separation to permit timely selection and designation of a successor COR. If your designation is revoked for any reason before completion of this Contract, turn your records over to the successor COR or obtain disposition instructions from the Contracting Officer.

5. You are required to maintain adequate records to sufficiently describe the performance of your duties as a COR during the life of this Contract and to dispose of such records as directed by the Contracting Officer. As a minimum, the COR file shall contain the following:

a. A copy of your letter of appointment from the Contracting Officer, a copy of any changes to that letter and a copy of any termination letter.

b. A copy of the Contract with all applicable modifications, plans and specifications, and addendums.

c. A record of inspections (AF Form 1477, Construction Inspection Record) performed and the results. The AF Form 1477 shall be turned over to the Contracting Officer at the conclusion of the contract work.

d. A copy of the Contract Progress Schedule and the bi-weekly progress reports, if applicable.

6. This designation does not authorize you to take the following actions, all of which remain the responsibility of the Contracting Officer:

- a. Make changes to the scope of work and contract price.
- b. Ordering work stoppage. The Contracting Officer will direct this action.
- c. Extending contract completion date.
- d. Terminating the contract in whole or in part.
- e. Request the Contractor to submit proposals for contract modification.
- f. Certify invoices for payment.

7. As the COR you may not:

- a. Direct the Contractor's workforce.
- b. Have any direct contact with the Contractor's workforce other than the Job Superintendent.
- c. Disclose upcoming projects and their estimated cost to any Contractor personnel.
- d. Ask the Contractor to give an estimate of cost and/or repair options for other projects.
- e. Use Contractor's equipment to access project site due to liability.

8. As COR, you must take care in your actions to avoid any action or appearance of action that would appear to be an agreement to sign an award, agree to or sign any contract modification thereto, or in any way to obligate the payment of money by the Government.

9. All personnel engaged in contracting and related activities shall conduct business dealings with industry in a manner above reproach in every aspect and shall protect the U.S. Government's interest, as well as maintain its reputation for fair and equal dealings with all contractors. DoD 5500.7-R (http://www.defenselink.mil/dodgc/defense_ethics) sets forth standards of conduct for all personnel directly and indirectly involved in contracting.

10. A COR who may have direct or indirect financial interest which would place him/her in a position where there is a conflict between the COR's private interests and the public interests of the United States shall advise the supervisor and the Contracting Officer of the conflict so that appropriate actions may be taken. CORs shall avoid the appearance of a conflict of interest to maintain public confidence in the U.S. Government's conduct of business with the private sector.

11. You are required to acknowledge receipt of this designation on the duplicate copy and return it to the Contracting Officer. Your signature also serves as certification that you have read and understand the contents of DoD 5500.7-R. The original copy of this designation should be retained for your file.

Contracting Officer

Receipt of this designation is acknowledged.

COR Name (Primary) DATE

Inspector (Alt) DATE:

cc: Civil Engineer

Receipt acknowledged.

DATE:

Project Superintendent

EXHIBIT E-1- SUPERINTENDENT DELEGATION

COMPANY LETTERHEAD

DATE

Contracting Officer
Contracting Address
City and State

Subject: Contract No. _____, "Description"

Please be advised the Mr. _____ has the authority to execute or guarantee and commit the company to the conditions, obligations, stipulations and undertakings in connection with any transaction that shall have been duly approved and that all necessary corporate approvals have been obtained with relationship thereto.

Mr. _____ has been delegated Superintendent on subject contract. He has been given the following authority:

- On-site Administration
- Sign modifications to the contract
- Sign requests and certifications for payments
- Sign final release of contract claims
- Sign Progress Reports
- Sign all documents pertaining to this project
- Quality Assurance Representative

Please call me if you have any questions or require additional information.

//Signed//
Typed name and Title

cc: COR

EXHIBIT E-1-3 – APPOINTMENT OF ADMINISTRATIVE CONTRACTING OFFICER

ORGANIZATIONAL LETTERHEAD

Date

MEMORANDUM FOR CONTRACTING OFFICE
ADDRESS
CITY AND STATE

FROM Contracting Officer
Address
City and State

SUBJECT: Appointment of Administrative Contracting Officer for Contract No. _____, Project Number and Title _____.

1. In accordance with FAR 42.202, Mr. _____ has been delegated as Contracting Officer Administration on subject contract. Mr _____ is delegated the duties outlined in FAR 42.302 in the administration of this contract.
2. The contractor is responsible for managing their subcontracts; however, the CA may evaluate the contractor's management of the subcontracts and conduct surveillance of subcontractors on this project.
3. The Contracting Officer reserves the right to rescind or recall this delegation.

//Signed//
Contracting Officer

cc: Engineer
COR

EXHIBIT E-1-4 – FIELD CHANGE AUTHORIZATION LETTER

MEMORANDUM FOR XXXXCE

FROM: Contracting Office

SUBJECT: Use of XXXXX Form 0-54, Construction Field Changes

1. Construction Field Change, (SANGB Form 0-54), can be used for “NO COST” changes on current and future construction projects as long as the NO COST change does not significantly change the original contract requirements.
 - a) An example of a NO COST construction field change would be relocating a door to another room, moving a door location to another place on the same wall, relocating a switch or receptacle.
 - b) An example of a NO COST material change would be changing a wood door to a steel frame door, changing the requirement from asphalt to concrete, etc. A NO COST material change must be handled by means of a Technical Addendum to the Project Requirements/Specifications/Plans, accompanied by a written justification/recommendation for accepting the Contractor’s “NO COST” proposed change. These documents are required to support the NO COST Supplemental Agreement’s audit trail.
1. SANGB Form 0-54 cannot be used for any change that causes an increase or decrease in the contract amount, time required for performing the work, or in any other way changes the terms of the contract (FAR 52.243-5, “Changes and Changed Conditions).
2. As a minimum, the Contractor and the Government Inspector must sign the form. The Original must be sent to the Contracting Officer for retention in the “Official Contract File”. A copy will be provided to the Contractor and Government Inspector.
3. Authorization for use of this form is restricted to the Project Engineer and the COR.
4. If you have any questions, please contact the Contract Administrator, at xxx-xxx-xxxx.

Contracting Officer

Receipt Acknowledged:

(Signature)

(Date)



EXHIBIT E-2-JOB PROGRESS MEETING MINUTES

Memo for Record

3 May 2001

Subject: Job Progress Meeting, Contract No. _____, Project VGLZ _____,
"Description"

1. Purpose. Weekly review of progress and problem areas.
2. Place and Personnel Participating. The meeting held in the Operational Contracting Division Conference Room at 9:00 A.M. on 3 May 1999. The following personnel attended this meeting:

_____	Company
_____	A/E
_____	Engineer
_____	COR
_____	User Rep
_____	Contract Administrator

3. Narrative. No formal agenda was used. The following items were discussed:

- a. Minutes. The minutes from the Job Progress Meeting held on 20 April 01 were distributed at this meeting, corrected and accepted.

- b. A/E is working on the re-design of NDI/Dark Room. Painting, cold air drafts and miscellaneous items to complete the contract to be addressed in future addendum. Proposal received from A/E on 16 Apr 01, Government is reviewing.

- c. (Subcontractor) Electric was on-site 29 Apr 01 to phase test the welding equipment. Government needs reports.

- d. Simplex is due Thursday, 6 May 01 to test fire protection devices. Testing to be accomplished at 1:00 p.m.. Mr Contractor to notify Alarm Technician at xxx-xxx-xxxx

1. The following items were addressed, and are still open, from the e-mail of 28 Apr 01:

- (a) Computer ink jet printer & stand (Joe from Systems Plus to be out this week).

(b) Water treatment requirement 24 months (monthly) in contract and field log posting, none since boiler op/training in Jan 99. (Venture Co. was out 29th – Mr. Contractor is looking for log)

(c) Thermonetics (coming Thursday 6 May 01) to advise on default settings (original set points for baseline).

(d) As per Subcontractor, all traps installed are operational – Mr. Contractor unable to confirm until Government replaces balance of traps.

(e) Mr. Contractor to check on pipe insulation failure at different locations in mechanical room.

(f) Mr. Contractor confirmed covers were put on every junction box that was installed. (no open junction box above AHU #1 wires hanging)

4. New Issues.

a. Negotiations were conducted with A/E for addendum. Mod to be accomplished when additional funds are received. C/D/P/A will complete addendum at that time.

5. Work in Progress: Project is 99.7% complete as of 4 Apr 01, Addendum 5r Revised work 80% complete.

6. The next Job Progress Meeting will be held at 9:00 A.M., 18 May 2001 in the Contracting Office Conference Room. Any comments or corrections to these minutes can be made at that time.

Contract Administrator

Attachment
Attendance Sheet dtd 3 May 01

cc: All attendees w/o attachment

EXHIBIT E-2 - ISSUES TRACKING FORM

A/E LOGO

**COMPANY
NAME**

Project Name

VGLZ

Location

GCI Project Number

Updated -

ISSUES TRACKING

(Progress Meeting Dates - refer to end of listing)

task #	req't	task	assigned	priority	comments	CO	cost	
2-1	KTR	Notify User shops shall be closed to unit 8 thru 15 Oct for demo and construction	Tom A		Message sent 5 Oct 99 to John B/Regan B	NO	\$0.00	
2-2	KTR	Routing of Gas [14 Oct 99] and Water – Construction	A/E		5/10/99-Vince call * Would like any existing topo's in area * Needs Utility plan west of	NO	\$0.00	
2-3	KTR	A/E to prepare Dig Permit	Tom H		Will process Dig Permit	NO	\$0.00	
2-4	KTR	Wing to furnish A/E with Fuel Cell "As	Tom A		Awaiting submittal	NO	\$0.00	



		Builts"						
2-5	KTR	A/E would like to know if there were any Topo's of the area east of H-36	Tom A		Will review Infrastructure and Fuel Cell drawings	NO	\$0.00	
2-6	KTR	LAN cable requirements: Review closet locations with Comm and Wing	Tom A			NO	\$0.00	
2-7	KTR	Electrical – Review site with Electrical Shop and Electrical	Tom H	1	Meeting held without Broaddus- some issues resolved- Broaddus visit 12/14	NO	\$0.00	
2-8	KTR	KTR ready to have air handler removed	Tom A		Call shops ISSUED WORK ORDER -12Oct	NO	\$0.00	
2-9	KTR	Steam Plant operation	Tom H	1	Expect to shut down in one week	NO	\$0.00	
2-10	KTR	Asbestos removal to start in mid-Oct KTR to submit removal plan	Loren S.			NO	\$0.00	
2-11	KTR	KTR/A-E requirements for 400 Hz in center of Bay.	Tom A		Tom to coordinate with User	NO	\$0.00	
2-12	EM	KTR to submit construction schedule	KTR			NO	\$0.00	
2-13	KTR	KTR requires list of 927th Wing Contacts	Tom A			NO	\$0.00	
2-14	KTR	Gas line installation capacity						

Progress meeting number and date

Mtg	Date
1	28Sep99
2	4Oct99

EXHIBIT E-3 – SITE VISIT FORM

MEMORANDUM FOR RECORD

DATE: _____

SUBJECT: SITE VISIT

TIME: _____

CONTRACT DAHA _____

PROJECT O./TITLE _____

	YES	NO
1. Is Contractor's Superintendent on the site?	_____	_____
2. Is CEC Inspector on site?	_____	_____
3. Is adequate equipment on site?	_____	_____
4. Are specifications and drawings available?	_____	_____
5. Are the Wage Rates and required poster displayed	_____	_____
6. Labor Standards interview conducted?	_____	_____
7. Work in Progress:		

8. Problem areas/additional remarks:

Conducted by:

Reviewed by:

Name:

Title:

Name:

Title:



EXHIBIT E-4--LETTER OF CONCERN

ORGANIZATIONAL LETTERHEAD

Date _____

MEMORANDUM FOR CONTRACTOR'S NAME

ADDRESS

CITY AND STATE

FROM Contracting Officer

Address

City and State

SUBJECT: Performance After Expiration of Contract Performance Period, Contract
_____, Project Number and Title _____

1. Modification 09, dated 17 August 2000, extended the contract performance period 120 calendar days. The extended performance period for subject contract expires_____.
2. The government is permitting you to continue performance on this contract; however, in permitting you to continue performance, the Government is not waiving any of its rights under the contract. Liquidated damages in the amount of \$_____ may be assessed for each day of delay and a one-time fixed charge of \$_____ for legal review.
3. You are hereby advised to notify the Contracting Officer, in writing, within ten (10) calendar days after receipt of this letter, the cause(s) for delay in order that the Contracting Officer may ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work may be extended without assessment or you may be allowed to complete performance with Liquidated Damages Assessment or Default Action IAW FAR 49 will commence.
4. If you have any questions, please call the undersigned at xxx-xxx-xxxx, or the Contract Administrator at xxx-xxx-xxxx.

//signed//

Contracting Officer

cc: Base Civil Engineers (Project Manger)
Base Civil Engineers (Government Inspector)

Certified Mail No. _____





EXHIBIT E-4 – CURE NOTICE

ORGANIZATIONAL LETTERHEAD

Date: _____

MEMORANDUM FOR COMPANY NAME
 ADDRESS
 CITY AND STATE

FROM: Contracting Officer
 Address
 City and State

SUBJECT: Contract No. _____, Project Number, Project Title

CURE NOTICE

You are notified that the Government considers the work your firm is performing in reference to Submittal 40B's shop drawings a condition that is endangering performance of the contract. Specifically, your firm is performing work off an unapproved set of shop drawings as Submittal 40B is not yet approved by the Government. (See attached Technical Memorandum dated June 16,2000). Therefore, unless this condition is cured within 10 days after receipt of this notice, the Government may terminate for default under the terms and conditions of the FAR Clause 52.249-10 Default (Fixed-Price Construction).

Contracting Officer

Attachment:
Technical Memorandum

cc: Base Civil Engineer (Project Manger)
 Base Civil Engineer (Government Inspector)

Certified Mail No.





EXHIBIT E-4 – SHOW CAUSE LETTER

ORGANIZATIONAL LETTERHEAD

Date

MEMORANDUM FOR Company
Company Address

FROM: Contracting Office
Address

SUBJECT: Show Cause Notice, Contract No. _____, VGLZ _____
“Description”

1. You are notified that the Government considers your failure to progress is a condition that is endangering performance of the contract. The original contract completion date was 17 Sep 99. Contract completion date had been extended to 8 March 2001 under Modification P00027 signed 28 March 20001. There has been little, if any, activity at the site for the last week.
2. Primary items of concern are: Roofing, Kalwall panels, masonry, electrical, floor finishes, door hardware, paving and site work, drywall, painting, HVAC, Blinds for Bldg 128, Punch List items and specialized finished products. Systems furniture for Building 128 is scheduled for delivery and installation by the end of this month. There is little indication that the building will be ready to accept this furniture.
3. Unless this condition is cured within ten (10) calendar days after receipt of this letter, the Government may terminate subject contract for default under Contract Clause FAR 52.249-10, Default (Fixed Price Construction).
4. Request your written response be received in this office within ten (10) calendar days after receipt of this notice stating what action will be taken to bring this project to completion.

Contracting Officer

cc: Company Representative
CE/Engineer/COR
Surety Company with Bond No.
Legal



EXHIBIT E-4 – DEFAULT LETTER

ORGANIZATIONAL LETTERHEAD

Date

MEMORANDUM FOR Company Name
Address

FROM: Contracting Office
Address

SUBJECT: Notification of Termination for Default, Contract No. _____, VGLZ
_____ “Description”

1. Reference Company Name letter dated 27 Apr 01 regarding Government’s Show Cause Notice.
2. The Government’s position is that your response, while listing specific open issues does not adequately address the concerns expressed by the Government in the Show Cause Notice. The Government’s major concern is the failure of the contractor to adequately man this project. This is obvious from the fact that all of the Requests for Information (RFI) included in company’s response to our Show Cause notice were issued over nine months after occupancy of the facility (Bldg 128) by the Contractor. Had the project been properly manned per the contractor’s schedule these issues would have come to light months earlier during scheduled demolition. As an example, the alleged gutter issue should have come to light in February 2001 not 6 April 2001 as shown on RFI #94. The other RFI’s, which the Contractor claims received inadequate responses from the Government, would also have been discovered earlier during proper performance of the contract.
3. Company Name has not provided adequate supervision, or lines of communication, to resolve a myriad of outstanding problems or prosecute this project to completion. To date the Government has not witnessed any diligent work by Company to complete the project. Therefore, the Government will pursue, in accordance with Federal Acquisition Clause 52.249-10, a Termination for Default due to the Contractor’s failure to perform it’s contractual obligations as exhibited in the following:

- a. Punch list items (65 items) from Phase I are not yet complete. Beneficial occupancy of Phase I was taken 6 June 2000 to allow contractor to begin Phase II (Bldg 128) work.
- b. Failure to allow Beneficial occupancy of the Vehicle Storage Shed, in October 2000. The Contractor uses this facility for storage of materials required for the construction of Bldg 128.

Failure of the contractor to provide adequate on-site daily supervision, in accordance with the contract terms, since mid February 2001. Discussions between government personnel and the few -xxxx or the undersigned at xxx-xxx-xxxx.

- c. contractor employees on site resulted in a response that no one was available with authority over the on-site crews or suppliers who provide the materials to do the work.
 - d. This project has been in default since 7 March 2001 with little or no effort to mitigate any liquidated damages by resolution of open issues.
4. Company Name's right to proceed under this contract is terminated. The right to proceed under this contract is terminated. Supplies or services terminated may be purchased against the contractor's account and the contractor will be held liable for any excess costs.
5. If you have any questions, please call the Contract Administrator, at xxx-xxx

Contracting Officer

cc: CE/COR/Engineer
Surety Company
Legal

Certified Mail No.



EXHIBIT E-4 – TERMINATION FOR CONVENIENCE LETTER

ORGANIZATIONAL LETTERHEAD

Date

MEMORANDUM FOR Company Name
Address

FROM: Contracting Office
Address

SUBJECT: Notice of Partial Termination – Delivery Order No. _____, Project No. _____, “Project Description”

(a) You are notified that Contract No. _____ referred to as “the contract”) is terminated in part for the Government’s convenience under the Federal Acquisition Regulation (FAR) 52.249-7 clause entitled “Termination (Fixed-Priced Architect-Engineer)(Apr 1984)”. The termination is effective immediately upon receipt of this notice. Reduce items to be delivered as follows:

(b) *Cessation of work and notification to immediate subcontractors.* You shall take the following steps:

(1) Stop all work, make no further shipments, and place no further orders relating to the contract, except for --

(i) The continued portion of the contract, if any;

(ii) Work-in-process or other materials that you may wish to retain for your own account; or

(iii) Work-in-process that the Contracting Officer authorizes you to continue

(A) for safety precautions,

(B) to clear or avoid damage to equipment,

(C) to avoid immediate complete spoilage of work-in-process having a definite commercial value, or

(D) to prevent any other undue loss to the Government. (If you believe this authorization is necessary or advisable, immediately notify the Contracting Officer by telephone or personal conference and obtain instructions.)

(2) Keep adequate records of your compliance with subparagraph (b)(1) of this section showing the --

- (i) Date you received the Notice of Termination;
- (ii) Effective date of the termination; and
- (iii) Extent of completion of performance on the effective date.

(3) Furnish notice of termination to each immediate subcontractor and supplier that will be affected by this termination. In the notice --

- (i) Specify your Government contract number;
- (ii) State whether the contract has been terminated completely or partially;
- (iii) Provide instructions to stop all work, make no further shipments, place no further orders, and terminate all subcontracts under the contract, subject to the exceptions in subparagraph (b)(1) of this section;

(iv) Provide instructions to submit any settlement proposal promptly; and

(v) Request that similar notices and instructions be given to its immediate subcontractors.\

(4) Notify the Contracting Officer of all pending legal proceedings that are based on subcontracts or purchase orders under the contract, or in which a lien has been or may be placed against termination inventory to be reported to the Government. Also, promptly notify the Contracting Officer of any such proceedings that are filed after receipt of this Notice.

(5) Take any other action required by the Contracting Officer or under the Termination clause in the contract.

(c) *Termination inventory.*

(1) As instructed by the Contracting Officer, transfer title and deliver to the Government all termination inventory of the following types or classes, including subcontractor termination inventory that you have the right to take: [Contracting Officer insert proper identification or "None"].

(2) To settle your proposal, it will be necessary to establish that all prime and subcontractor termination inventory has been properly accounted for. For detailed information, see Part 45.

(d) *Settlements with subcontractors.* You remain liable to your subcontractors and suppliers for proposals arising because of the termination of their subcontracts or orders. You are requested to settle these settlement proposals as promptly as possible. For purposes of reimbursement by the Government, settlements will be governed by the provisions of Part 49.

(e) *Completed end items.*

(1) Notify the Contracting Officer of the number of items completed under the contract and still on hand and arrange for their delivery or other disposal (see [49.205](#)).

(2) Invoice acceptable completed end items under the contract in the usual way and do not include them in the settlement proposal.

(f) *Patents.* If required by the contract, promptly forward the following to the Contracting Officer:

(1) Disclosure of all inventions, discoveries, and patent applications made in the performance of the contract.

(2) Instruments of license or assignment on all inventions, discoveries, and patent applications made in the performance of the contract.

(g) *Employees affected.*

(1) If this termination, together with other outstanding terminations, will necessitate a significant reduction in your work force, you are urged to --

(i) Promptly inform the local State Employment Service of your reduction-in-force schedule in numbers and occupations, so that the Service can take timely action in assisting displaced workers;

(ii) Give affected employees maximum practical advance notice of the employment reduction and inform them of the facilities and services available to them through the local State Employment Service offices;

(iii) Advise affected employees to file applications with the State Employment Service to qualify for unemployment insurance, if necessary;

(iv) Inform officials of local unions having agreements with you of the impending reduction-in-force; and

(v) Inform the local Chamber of Commerce and other appropriate organizations which are prepared to offer practical assistance in finding employment for displaced workers of the impending reduction-in-force.

(1) If practicable, urge subcontractors to take similar actions to those described in subparagraph (1) of this section.

(h) *Administrative.* The contract administration office named in the contract will identify the Contracting Officer who will be in charge of the settlement of this termination and who will, upon request, provide the necessary settlement forms. Matters not covered by this notice should be brought to the attention of the undersigned.

(i) Please acknowledge receipt of this notice as provided below.

Contracting Officer

Acknowledgment of Notice

The undersigned acknowledges receipt of a signed copy of this notice on _____, 20____.
A signed copy of this notice is returned.

(Name of Contractor)

By _____
(Name)

(Title)

(End of Notice)

EXHIBIT E-4 – SHUT-DOWN FORM

MEMORANDUM FOR RECORD

DATE: _____

TIME: _____

SUBJECT: CONTRACT/DELIVERY ORDER SHUT DOWN

COMPANY NAME: _____

CONTRACT NO.: _____

PROJECT NO.: _____

TITLE: _____

1. Project Manager on site: _____

2. Work in Progress: (Be very specific) _____

3. Persons on job site when notification received _____

4. Reason for shutdown: _____

Additional comments: _____

(Contracting Representative)
Representative)

Name:

Title:

(Company

Name:

Title:

EXHIBIT E-5- – ALTERNATE DISPUTE RESOLUTION

ORGANIZATIONAL LETTERHEAD

Date

MEMORANDUM FOR Company Name
Address

FROM: Contracting Office
Address

SUBJECT: Claim, P#0-016.5R, Renovate Building 105

1. During a review of subject claim dated 15 May 01 and revision dated 20 Aug 01, the following analysis and opinion is submitted:

- a. This claim by Company is submitted based on sub-contractor allegations that the mechanical proposal for this project was predicated on a Mechanical Narrative that was inadvertently placed on the CD Rom with the plans and specifications of this project. The Mechanical Narrative identified lack of duct insulation and humidifier installation. Both of these items are clearly identified on the specifications and drawings.
- b. The narrative file on the CD Rom is dated 14 Oct 99. Files on the CD Rom are: (1) Specifications for the project dated 18 Jan 00, (2) Drawings dated 2 Dec 99, (3) Title Page dated 11 Jan 00 and (4) Table of Contents dated 11 Jan 00. The Table of Contents did not list any narrative files. Three (3) other files on this CD Rom, dated 14 and 15 Oct 99, include: (1) 00100fl, a draft file written by the AE with Instructions to Bidders that is not applicable to this project (2) 00300, a draft proposal document also written by the AE that is not applicable to this project and (3) Mec_NARR, the draft Mechanical Narrative in question. The Contracting Officer's opinion is that the three (3) outdated draft files on the CD Rom are not part of the specifications or the Delivery Order. If there was any validity to the contents of any of these three files, they would have been incorporated into the Specifications before it went to final on 11 Jan 00. The subcontractor claims the narrative was "within the specification section" (see Farmington Mechanical Corp memo dated 22 Sep 00) and used to formulate a competitive bid.
- c. During the Request for Proposal advertising process there were no questions, Requests for Information or Requests for Clarifications by any contractor or subcontractor regarding a Mechanical Narrative. This

subcontractor has been working on this installation for many years and is aware of mechanical requirements of the Government.

- d. Division 1, Section 01000, Part 1, paragraph 1.14 of the specifications “CORRELATION OF DRAWINGS, SPECIFICATIONS AND CONTRACTS” references Contract Clause DODFARSUP 252.236-7001, “Contract Drawings, Maps and Specifications” for any errors or inconsistency that appear in the Drawings or Specifications. The DODFARSUP 252.236-7001(e) states: “The work shall conform to the specifications and the contract drawings indicated on the following index of drawings”.
- e. The Company’s revised proposal, dated 20 Aug 01, for additional compensation for duct insulation and the humidifier installation lists the following: Item 1, Supply Ductwork Insulation in Office Area; Item 2, Supply ductwork Insulation in Warehouse and Item 3, Humidifier Installation. The insulation is clearly defined in the following Specifications and Drawings:

- (1) Specification Section 15081 – Duct Insulation
- (2) Section 18081, Part 3.8 C, Page 15081-9 states: “Insulate the following plenums and duct systems:

Indoor concealed supply, air ductwork with external insulation.

Indoor exposed supply, and outside-air ductwork, with internal insulation”

Outdoor exposed supply and return ductwork, with internal insulation, and

Return air ductwork in non-air conditioned space”.

- (3) Specification Section 15815, Part 2.2, page 15815-4 specifies Duct Liner
- (4) Part 2.6, page 15815-5 specifies Shop Application of Liner in Rectangular Ducts and
- (5) Part 3.1, page 15815-9 specifies The Execution of Duct Installation.
- (6) Drawing M-4 Notes 3 states “Insulate all air conditioning supply ductwork with fiberglass insulation”.
- (7) Drawing M-5 Notes 3 states: “Insulate all air conditioning supply ductwork with fiberglass insulation”.

- g. Regarding Item 3: Humidifier Installation. This item is clearly identified in the following Specifications and Drawings:

- (1) Specifications Section 15752 Part 1.2A Scope of Work, Page 15752-1 states “Humidifiers to be installed in Air Handling Units. Extent of

humidifiers work required by this section is indicated on drawings and schedules, and by requirements of this section”.

- (2) Part 2.1, Page 15752-2, specifies Manufacturers of Humidifiers;
- (3) Part 2.2, Page 15752-2, specifies Self-Contained Humidifiers and
- (4) Part 3, Page 15752-3, specifies the Execution of Humidifier Installation.
- (5) Drawing M-10, Air Handling Unit Schedule lists the Humidifier Schedule, shows the type, location, system served and statistics of Humidifier with Note: 1 “The dispersion tube No. & Length to be designed by AHU supplier.
- (6) Drawing M09, AHU-1 Control Diagram indicating “Package type Electronic Steam Humidifier H-1”, the Typical Terminal Box and Ductwork Detail and the AHU-1 Sequence of Operations showing when humidifier sensors control cycling.

2. The Contractor was not consistent in following narrative, e.g. Mechanical Narrative stated that “A new gas-fired modular copper fin hot-water boiler with re-circulating pump will be provided to supply hot water to air handling unit heating coil and perimeter finned-tube radiation”. Drawing M-10 shows two gas-fired modular copper fin hot-water boiler unit with re-circulating pumps. The contractor elected to follow the drawings and install both boilers and pumps prior to any direction from the Contracting Officer. Again, there were no questions, Clarifications or Requests for Information received on this item either during the Advertising Phase or the Construction Phase.

3 The Company was given a Notice to Proceed with this project on 23 May 2000 with work commencing within ten (10) days. The Base Inspector observed pre-fabricated duct delivered to the job site, approximately 10 Aug 00, that was not insulated. The contractor was notified and responded with Request for Information No. 17 dated 14 Aug 00. RFI 17 stated: “There is a discrepancy as to what is required for plumbing and HVAC when the mechanical narrative is compared to the balance of the plans and specs. Our mechanical contractor based his bid on the narrative. Please provide requirements as far as duct insulation, humidification, etc”. The Engineer response to the RFI stated, “The plans and specifications are clear what is required.” The Contractor again asked for formal direction from the Contracting Officer on how to proceed. The Contracting Officer issued a letter dated 2 Oct 00 directing the contractor to “install the duct insulation, and humidification in accordance with the specifications and plans, not the “narrative”.

4. The AE firm was questioned about this narrative. The A/E verbally responded on 18 Sep 00 that “the narrative was extraneous info on the CD Rom and should not be construed as data pertaining to the specifications”. Doshi Associates Inc also responded to the claim submitted by the Contractor with a letter dated 8 Jan 01. They commented that “the insulation and humidifier requirements are clearly indicated in the contract drawings and specifications”, “The claim is based solely on the fact that superfluous material from a draft of the Project Book was erroneously copied on the disk containing the bid documents”, “No reference to the applicability or relevance of the Project Book in



the drawings/specifications” and “During the bid there were no requests for clarification from The Bell Co or from its subcontractors (or any other of the bidders) regarding possible conflicts between the drawings/specifications and the Project Book material”.

4. The Company issued the initial request for additional compensation on 13 Dec 00 in the amount of \$45,628.00. Additional information was requested and a revised proposal for additional compensation was reduced to \$44,965.00. The contractor was requested to provide proof of costs incurred for the labor, materials and humidifier on 10 Aug 01. The contractor responded with required documentation on 20 Aug 01 and included a revised proposal for additional compensation in the amount of \$60,195.00.

5. Based on the above stated facts and data extracted from the Specifications and Drawings for this project, there appears to be no question that insulation of all ductwork is required and a humidifier is to be installed in conjunction with Air Handling Units. In an effort to mutually resolve this issue, the Contracting Officer is of the opinion that this claim lacks merit; however, is willing to discuss the problem using Alternative Dispute Resolution procedures before issuing a final decision on this claim.

6. If you have any questions, please do not hesitate to contact the undersigned atxxx-xxx-xxxx.

Contracting Officer

Receipt Acknowledged by:

(Name and Title)

(Date)



EXHIBIT E-5-- CONTRACTING OFFICER FINAL DECISION COVER LETTER

ORGANIZATIONAL LETTERHEAD

Date

MEMORANDUM FOR Company Name
Address

FROM: Contracting Office
Address

SUBJECT: Contracting Officer Final Decision, Company Name Claim No. P#0-016.5R

1. As required by Contract Clause FAR 52.233-1, "Disputes", the attached Contracting Officer's Final Decision, dated 22 Jan 02, regarding duct installation and humidification for Project VLGZ 972033, "Renovate Building xxx" is attached for your information.
2. The Contracting Officer's decision is final and a Modification to the Delivery Order will be forthcoming upon receipt of funds.
3. If you have any questions, concerning this decision, please contact the undersigned at xxx-xxx-xxxx.

Contracting Officer

1 Atch:
C O Final Decision

cc: 127WG/CECE
Legal

EXHIBIT E-5-2 – CONTRACTING OFFICER FINAL DECISION

CONTRACTING OFFICER'S FINAL DECISION

Date

Contract XXXXXXXXXXXXXXXX

VGLZ xxxxx

Project Description

Company Name

Address

City and State

Claim

1. (Company) claim, dated 15 May 01, No. P#0-016.5R, requests payment for installation of insulating ductwork and humidification. The contractor submitted the claim based on sub-contractor allegations that the mechanical proposal for this project was predicated on a Mechanical Narrative file that was inadvertently placed on the CD Rom with the plans and specifications for this project. The original claim was for \$45,628.00, revised to \$45,965.00, and again revised to \$60,195.00.

Decision

2. It is the final decision of the Contracting Officer, based on contract documents and as required by Contract Clause FAR 52.233-1 "Disputes", that (Company) final revised request for additional payment of \$28,350.00 is approved.

Background

3. Request for Proposal No. _____ was issued on 18 Jan 00. The RFP was issued to the 5 Task Order Contractors (TOC) under contract at this facility. The RFP package consisted of the RFP, a Pricing Schedule for the basic contract amount and 7 Additional Line Items to be proposed and a CD ROM from the Architect Engineer Firm (Company) containing the plans and specifications for the project. A revision of data and Bid Schedule was faxed to the contractors on 27 Jan 00. A site visit was conducted on 31 Jan 00 and an email of all questions was distributed on 10 Feb 00. Addendum 1 to the RFP was issued 23 Feb 00. Proposals were received by 25 Feb 00. Contract No _____ was awarded on 1 May 00 to the low responsive bidder, The (Company) in the amount of \$1,725,000.00 (Basic proposal of \$1,499,000 and all Additional Line Items \$279,000).



Performance period was 240 calendar days after receipt of Notice to Proceed. Notice to proceed was issued and acknowledged by the Contractor on 23 May 00. As of this date, the contractor is working on punch list items.

4. On 10 Aug 00, the Base Inspector observed pre-fabricated duct delivered to the job site that was not insulated. This was brought to the contractor's attention and Request for Information No. 17, dated 14 Aug 00, was forwarded to the Contracting Office. The contractor stated there was a discrepancy as to what is required for plumbing and HVAC when the mechanical narrative (on CD ROM) is compared to the plans and specifications. The Engineer responded that the plans and specifications are clear what is required. The contractor asked for formal direction from the Contracting Officer on how to proceed. The Contracting Officer issued a letter dated 2 Oct 00 directing the contractor to "install the duct insulation, and humidification in accordance with the plans and specifications, not the narrative".
5. The narrative in question is an outdated file that was inadvertently placed on the CD Rom by the A/E firm during the 35% review stage and were not approved for inclusion into the specifications.. That file, plus two others, were never deleted from the CD ROM and were distributed to the TOC contractors with the RFP. The contractor was not consistent in following the narrative and followed plans and specifications on more than one occasion when the narrative had directed otherwise.
6. The (Company) issued the initial request for additional compensation on 13 Dec 00 in the amount of \$45,628.00. Additional information was requested and a revised proposal was submitted for \$44,965.00. The contractor was requested to provide proof of costs incurred for the labor, materials and humidifier on 10 Aug 01, a revised proposal followed in the amount of \$60,195.00.
7. A letter from the Contracting Officer dated 19 Sep 01, to the contractor, informed them that in an effort to mutually resolve this issue, the Contracting Officer is of the opinion that the claim lacks merit; however, is willing to discuss the problem using Alternative Dispute Resolution (ADR) procedures before issuing a final decision on this claim.
8. ADR was conducted on 4 Dec 01 between the Contracting Office, Civil Engineering Staff, the contractor, subcontractor and LTC Veara, JA. The outcome of this ADR resulted in the fact that although the contractor was remiss in never questioning the differences this narrative addressed; the Government must take some responsibility for the narrative being on the CD ROM.
9. The contractor submitted a letter dated 27 Dec 01 asking the Government to consider settling this claim, in total, for \$28,350.00. The Contracting Officer, Engineer, Contracts Chief and Contracts Manager reviewed this proposal and agreed to settle this claim for this amount. It is determined to be in the best interest of the Government to accept this proposal. Funds have been requested from Air National Guard Bureau to modify the contract in this amount.

DECISION

10. It is the final decision of the Contracting Officer that this claim is accepted and payment of \$28,350.00 be forwarded to the Contractor.

Contracting Officer

EXHIBIT E-6 –GOVERNMENT INTENT TO ASSESS LIQUIDATED DAMAGES

ORGANIZATIONAL LETTERHEAD

Date

MEMORANDUM FOR CONTRACTOR'S NAME
ADDRESS
CITY AND STATE

FROM Contracting Officer
Address
City and State

SUBJECT: Intent to Assess Liquidated Damages, Contract No. _____, VGLZ _____,
"Description"

1. In reference to the above contract, the company response to our letter dated 15 Jan 02 Performance After Expiration of Contract Performance Period Subject, is not satisfactory. The Government has exhausted all means to assist your company in the completion of this project within the contract performance period.
2. The Government has permitting you to continue performance on this Contract; and extended this performance period twice; however, your company has been negligent in manning the project and attempting completion.
3. In accordance with FAR 52.2412-15, "Liquidated Damages" Construction, liquidated damages in the amount of \$711.95 will be assessed for each day of delay beyond the 30 Jan 02 completion date and a one time fixed charge of \$153.00 for legal review.
4. If you have any questions, please call, Contract Administrator, at xxx-xxx-xxxx, or the undersigned.

Contracting Officer

cc: 127WG/CEEE
127WG/CEEC

Certified Mail No.



EXHIBIT E-7 – SURETY COMPANY’S REQUEST FOR INFORMATION

SURETY COMPANY LETTERHEAD

CONTRACT STATUS INQUIRY

Contracting Office
Contracting Address

Date:
Bond No.:

Contractor: Contractor Name
Address
City and State

Contract or Project No.:
Description of Contract:

Contract Price: \$xxx,xxx.xx Bond(s): \$xxx,xxx.xx Effective
Date:

Without prejudicing your right or affecting our liability under our bond(s) described above, we would appreciate such of the following information as is not available.

//Signed//

Typed Name and Title

1. IF CONTRACT CO COMPLETED, PLEASE STATE:

Date of completion of work (or final delivery) _____
Acceptance Date: _____ Final contract price: _____

2. IF CONTRACT UNCOMPLETED, PLEASE STATE:

Paid to contractor – net of retainage _____
Earned retainage withheld _____
Covering work completed through _____
Current estimate submitted but not paid, if any \$ _____
Covering work completed through _____

3. Are you aware of any past due bills or disputes between the above contractor and any of their subs or suppliers. () Yes () No.

If yes, please explain in the Remarks section.

Remarks _____

Contracting Officer Signature, Address and Date

E-8 REQUEST FOR INFORMATION LOG

<u>RFI NO.</u>	<u>DATE OF SUBMISSION</u>	<u>SPEC/DRWG SECTION</u>	<u>RFI CLARIFICATION REQUEST</u>	<u>DATE TO A-E/CE</u>	<u>DATE AE OR CE RETURNED TO RETURN RESPONSE</u>	<u>FROM A-E/CE</u>	<u>REMARKS</u>
5	12/17/01	Disposal	Are there locations on the Base to dispose of excess excavated materials?	CE 12/17/01	CE 12/27/01	CE 12/18/01	After reviewing with all personnel the excavated materials identified above are to be removed off Base per construction documents. If during construction this changes Dan's allowed to truck to locations identified by Contracting Officer's Rep.
6	1/3/02	CQC Sys Manager	Where/who can provide the course "Construction Quality Management to Contractors"?	AE 1/3/02	AE 1/13/02	1/4/02	The Corps of Engineers offers the class. attached PDF file for information. The contact point for Detroit District is Jenny Nowakowski (616) 842-5510. However, if the class is not offered prior to the Construction of the R, a substitute class may be submitted.
7	1/3/02	ALCS Touch Screen	Siemens Airfield Solutions Inc. will need an electronic copy of the AutoCAD drawing (version 14) of the airfield layout. This drawing is used for proper airfield representation on the ALCS touch screen. This drawing file can be directly sent to the following e-mail addresses:	AE 1/3/02	AE 1/13/02		An AutoCAD 14 airfield layout will be sent directly to Siemens per request. The file will be sent to jim.menendez@sas.siemens.com or gkonyha@rauhornelec.com The file sent will be c-af.zip containing c-af-existing dwg.
8	1/3/02	Touchscreen	In order to complete Touchscreen development, we need a hard copy drawing of the airfield showing how all	AE 1/3/02	AE 1/13/02	1/13/91	A preliminary touchscreen layout is provided. Spec 16900 (Fig 1 (Power Point figure attached). The final screen layout must be coordinated



of the airfield circuits are to be lit on the Touchscreen. This is especially important for the graphical representations of the taxiway circuits. This is typically a color-coded chart completed by the airport or Contractor.

the Base for their preferences and approval. See also Spec 16900 Part 3. See also Part 4 and other portions of Spec 16900 for screen requirements.

Note that the buttons on the representative screen indicate how circuits are to be controlled. Also circuits and regulators are shown on drawings.

EXHIBIT E-8- RFI WITH GOVERNMENT RESPONSE FORM

CONTRACT DOCUMENTS REQUEST FOR INFORMATION (RFI)

PROJECT: _____

REQUEST NO. **RFI-** _____

DATE _____

OWNER: _____
ENGINEER: _____
CONTRACTOR: _____

PROJECT NO. _____

REQUEST

ITEM AFFECTED: _____

REFERENCE SPECIFICATION SECTION: _____

REFERENCE DRAWING NUMBER: _____

DESCRIPTION:

ORIGINATOR: _____

REQUESTED: _____

RESPONSE

REPLY:

PREPARED BY: **COR** _____

DATE: _____

REVIEWED BY: _____

DATE: _____

CHAPTER 7: TAB F – LABOR AND PAYROLL DATA

Tab F– Labor and Payroll Documentation



SECTION	
F	LABOR AND PAYROLL DATA
F-1	Labor Investigation Correspondence
F-2	Apprentice Certifications
F-3	Payroll Documentation
F-4	Labor Checks
F-5	Subcontractor Documentation (SF 1413)
F-6	Miscellaneous Correspondence

The Tab F Section of the Contract file deals specifically with labor compliance issues and houses all pertinent labor and payroll data which includes labor investigative correspondence, apprentice documents, certified payrolls, labor checks, and subcontractor documentation. Davis-Bacon Act compliance begins after the commencement of construction contract performance. It is the responsibility of the contract administrator to assure Davis-Bacon provisions are being followed by:

- Checking the work site to determine if the contractor has met all of the labor posting requirements
- Reviewing weekly payrolls submitted by the prime and subcontractors
- Conducting interviews
- Reviewing daily inspection reports
- Review Subcontractor Documentation to ensure flow down of labor laws

References::

- FAR Part 22, Application of Labor Laws to Government Acquisition
- DFARS Part 222, Application of Labor Laws to Government Acquisitions
- FAR Part 52, Applicable Contract Clauses, as identified in the various tabs

Useful websites: <http://www.gpo.gov/davisbacon/davbacsearch.html>
(research applicable wage rates)

TAB F –1 LABOR INVESTIGATION CORRESPONDENCE

During performance of the construction contract situations may occur that require clarification or investigation on the part of the contract administrator. This section houses those documents that address the initial inquiry, responses from the contractor, notification to the Department of Labor (or appropriate agency), and the ultimate resolution of the situation/problem.

If a contractor employee approaches any contracting personnel with a labor complaint, such as, the employee says they are not getting paid the amount cited on the payroll, the contractor in question must not be advised in any manner, or for any reason, of the employee's name, the nature of the allegation, or the fact that the allegation was received.

In this Tab Section, the following documents are filed:

Any correspondence or memos for record of inquiries to the applicable office

References:

FAR 22-406-4, Apprentices and trainees

FAR 22.406-8, Investigation

FAR 22.406-9, Withholding From or Suspension of Contract Payments

FAR 52.222-14, Disputes Concerning Labor Standards (Feb 1988)

DFARS 22.406-9, Withholding From or Suspension of Contract Payments

AFARSUP 22.101, Labor Relations

DFARS 22.406-8, Investigations

AFARS 5122.406-8, Investigations

TAB F-2 APPRENTICE CERTIFICATION

The contractor must provide documentation verifying that the employee is registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training or with a State Apprenticeship Agency recognized by the Bureau. An apprentice's basic hourly wage is determined by the length of time in the program. (Reference ETA Form 671, Paragraph 9.)

If the contractor does not provide the apprenticeship documentation, then he must pay that employee the journeyman hourly rate for his specific work classification.

If you, or a contractor, are in doubt about the validity of enrollment in a Government approved program, consult your local Department of Labor, Employment and Training, Bureau of Apprenticeship and Training Office with the employees' name and social security number. They can research their records to verify that the individual is actually enrolled in an approved program.

In this Tab Section the following documents are filed:

Employee's Apprentice Certification

Reference(s):

FAR 52.222-6, Davis-Bacon Act (Feb 1995)
FAR 52.222-9, Apprentice and Trainees (Feb 1988)
FAR 22.407(a) (1), Davis-Bacon Act

Exhibits:

Apprentice Certification Letter

Useful websites:

<http://bat.wdsc.org/asp/us.asp> - Apprenticeship Training,
Employer and Labor Services
<http://www.dol.gov/dol/esa/> - Employment Standards
Administration of Department of Labor

TAB F-3 PAYROLL DOCUMENTATION

The construction contractor is required to submit, within seven (7) calendar days after the regular payment date of the payroll week covered, for the contractor and each subcontractor, copies of weekly payrolls applicable to the contract and weekly statements of compliance for both the prime and all subcontractors. Contractors may utilize the Department of Labor Form WH-347 or a similar form that provides the same data and identical representations.

Prior to, or in conjunction with the first report, the contractor must submit documentation on all apprentices and trainees employed, citing the apprentice to journeyman ratio, which then must be compared to the prevailing wage rate restrictions.

If, after the Government conducts a payroll review, the payroll contains discrepancies, contracting personnel must notify the Contracting Officer. The Contracting Officer should notify the prime contractor immediately, in writing. The prime contractor then must reply to the Contracting Officer, also in writing, by submitting a revised payroll.

ORIGINAL PAYROLL SUBMISSIONS SHOULD NEVER BE RETURNED TO THE PRIME CONTRACTOR FOR CORRECTIONS, SINCE ALL PAYROLL DOCUMENTATION BECOMES A PERMANENT PART OF THE CONTRACT FILE IN SUPPORT OF DAVIS-BACON COMPLIANCE.

In this Tab Section the following documents are filed:

Option Form WH 347, Payrolls
Corrected Payrolls
Statement of Compliance, DD Form 879 (Required if Contractor uses own payroll form)
No Work Letter and/or No Work WH-347
Payroll Due Date Log
Delinquent Payroll Letter

References:

FAR 22.406-7 (b) (3,4), Payrolls and Basic Records
FAR 52.222-4, Contract Work Hours and Safety Standards Act - Overtime Compensation
FAR 52.222-8, Payrolls and Basic Records
DODFARSUP 22.406-6, Payrolls and Statements

Exhibits:

WH 347 - Samples
No Work Letter and/or No Work WH-347
Delinquent Payroll Letter
Instruction on Completing WH347

Useful websites:

<http://www.dol.gov/dol/esa/public/forms/whd/index.htm>
http://www.acq.osd.mil/dp/dars/dfars/toc253_3.htm

TAB F-4 LABOR CHECKS

Random labor checks with the employees of the various trades are to be conducted at the project site. These labor interviews serve as a method of verifying that employees are receiving the correct hourly wage and are to be reconciled against the official certified payrolls received from the contractor as verification. The labor interviews are conducted in accordance with FAR 22.406-7, Compliance Checking.

The frequency of conducting interview is left up to agency policy. The questions usually asked of the employee are of a general nature; what tasks are being performed on the job, tools used, etc. The interviewer must complete Standard Form 1445, Labor Standards Interview that must be signed by both the interviewer and the employee.

In this Tab Section the following documents are filed:

SF 1445, Labors Standards Interview

References:

FAR 22.406-7, Compliance Checking

TAB F- 5 SUBCONTRACTOR DOCUMENTATION

In accordance with FAR Clause 52.222-11, the contractor and any tier subcontractor are required to submit a fully executed Standard Form 1413, Statement and Acknowledgement, within 14 days of award of each subcontract. This form requires the subcontractor's signed and dated acknowledgement that the labor standards cited in paragraph (a) of the clause have been included in the contract.

Prior to start of the project, the prime contractor shall submit a complete list of all prospective subcontractors that will be contributing to the completion of the project. This list is to include the names of the individuals assigned to the project and is, in turn, submitted to the Government security team to ensure that all employees will be cleared for access to the Government facility.

In this Tab Section the following:

SF 1413, Statement and Acknowledgement
Subcontractor Listing

References:

FAR 22.406-5, Subcontracts
FAR 52.222-11, Subcontracts (Labor Standards)

Exhibit:

SF 1413, Statement and Acknowledgement

TAB F-6 MISCELLANEOUS CORRESPONDENCE

In the event that any employee is working in a classification that is not listed in the wage determination applicable to the contract, the contracting officer shall require that the contractor submit to the contracting officer, SF Form 1444, Request for Authorization of Additional Classification and Rate, which along with other pertinent data, contains the proposed additional classification and minimum wage rate including any fringe benefits.

In this Tab Section the following documents are filed:

SF 1444, Request for Authorization of Additional Classification and Rate

References:

FAR 22.406-3, Additional Classification

**EXHIBIT F-2 – LABOR AND PAYROLL APPRENTICESHIP
CORRESPONDENCE**

OFFICIAL LETTERHEAD

Date:

MEMORANDUM FOR (name)

SUBJECT: DAHA_____, (Project No. and Title) - PAYROLLS

1. This letter is being sent as a result of your questions regarding the apprenticeship program and its relationship to the Davis Bacon requirements in the subject contract.
2. If the apprentice employees in question are in a bonafide apprenticeship program that is recognized by the U.S. Department of Labor or the State Apprenticeship and Training program, submit that documentation along with your payrolls. Please refer to the Federal Acquisition Regulation, 52.222-9 Apprentices and Trainees for complete information.
3. If the employee is not registered in a bonafide apprenticeship program, refer to the Wage Determination that I previously faxed to you and determine which classification the employee's duties corresponds to the work being performed.
4. Please contact (name), Contract Administrator, at (telephone number) if you have further questions.

(NAME)
Contracting Officer

EXHIBIT F-3 – NO WORK LETTER

“To be completed on your Company Letterhead”

(Date)

The ABC Company
33341 Any Street
City and State

ATTN: _____
Payroll Department

RE: Contract DAHA 00-0-00-C-0000, Project Number and Title

To Whom It May Concern:

This letter is to certify that “No Work” was performed during the week(s) ending:

_____, _____, _____ or

_____ on the above referenced project.

Sincerely,

Authorized Signature

Title

EXHIBIT F-3 – DELINQUENT PAYROLLS LETTER

DATE

MEMORANDUM FOR XYZ Construction Co.
55555 MY Road
YOUR TOWN MI 48XXX

FROM: Contracting Office 555 WG/LGC
Address
City and State

SUBJECT: Contract DAHAXX-XX-C-XXXX, Project VGLZ XXXXXXX, "Project Title" - Payroll Problems

1. The Government has conducted a review of the certified payrolls as submitted by XYZ. Construction Co., Inc. for processing. To date, no certified payrolls have been received from XYZ. Construction Co., Inc. as the prime contractor for this project. Submit these documents immediately.

2. In addition, the following discrepancies have been identified and must be corrected for the specified subcontractors:

a. ABC Industries: Indicate the correct job classification as stated on the U. S. Department of Labor General Wage Determination applicable to this contract. There is no indication on the reverse side of the documents as to how the fringe benefits have been paid. Certified payrolls or a "No Work" statement are required for the weeks ending 16, 23, 30 June 2001 and 14 July 2001.

b. LMNOP Abatement Services: NAME OF EMPLOYEE, NAME OF EMPLOYEE, and NAME OF EMPLOYEE are all classified as asbestos laborers (LBOO26OE). In accordance with the U.S. Department of Labor, General Wage Determination MI000082, through Modification 2 dated 03/24/2000 asbestos laborer (LB00260E0) classification, is entitled to \$16.05 per hour, and \$5.20 in fringe benefits. The certified payrolls submitted for these employees indicate that they received \$15.30 per hour, or \$.75 an hour less than the approved rates. Corrected certified payrolls, along with proof of payment of the difference in the hourly wages are required to be submitted to this office.

c. KFG Building Co.: NAME OF EMPLOYEE is classified as an apprentice carpenter on the certified payrolls. Provide documentation to support enrollment in an approved U.S. Department of Labor, Bureau of Apprenticeship and Training Program or corrected certified payrolls to a journeyman rate, along with proof of payment of the difference in the hourly wages.

3. The certified payrolls are required on a weekly basis. The Government is not required to act as the quality control person for XYZ Construction Co., Inc. in the matter of maintaining accurate, up-to-date certified payrolls. Our review is to certify that all parties are ensured correct payment. From this date forward all invoices submitted with incorrect payrolls will be returned unpaid for corrections.

4. The certified payrolls are required on a weekly basis. Provide documentation to correct the above delinquent situations. If you have any questions call NAME OF ADMINISTRATOR or the undersigned at (XXX) XXX-XXX/XXXX.

Contracting Officer

EXHIBIT F- 3 INSTRUCTIONS FOR COMPLETING PAYROLL FORM, WH-347

Department of Labor
Wage and Hour Division

INSTRUCTIONS FOR COMPLETING PAYROLL FORM, WH-347

General: The use of the WH-347 payroll form is not mandatory. This form has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 CFR, Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

This form meets needs resulting from the amendment of Davis-Bacon Act to include fringe benefits provisions. Under this amended law, the contractor is required to pay not less than fringe benefits as predetermined by the Department of Labor, in addition to payment of not less than the predetermined rates. The contractor's obligation to pay fringe benefits may be met either by payment of the fringes to the various plans, funds or programs or by making these payments to the employees as cash in lieu of fringes.

This payroll provides for the contractor's showing on the face of the payroll all monies to the employees, whether as basic rates or as cash in lieu of fringes and provides for the contractor's representation in the statement of compliance on the rear of the payroll that he is paying to other fringes required by the contract and not paid as cash in lieu of fringes. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Column 1 - Name, Address, and Social Security number of Employee: The employee's full name must be shown on each weekly payroll submitted. The employee's address must also be shown on the payroll covering the first week in which the employee works on the project. The address need not be shown on subsequent weekly payrolls unless his address changes. Although not required by Regulations, Parts 3 and 5, space is available in the name and address section so that Social Security numbers may be listed.

Column 2 - Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by employees. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. Employee may be shown as having worked in more than one classification provided accurate breakdown or hours so worked is maintained and shown on submitted payroll by use of separate entries.

Column 4 - Hours worked: On all contracts subject to the Contract Work Hours Standard Act enter as overtime hours worked in excess of 8 hours per day and 40 hours a week.

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay, including Fringe Benefits: In straight time box, list actual hourly rate paid the employee for straight time worked plus in cash in lieu of fringes paid the employee. When recording the straight time hourly rate, any cash paid in lieu of fringes may be shown separately from the basic rate, thus \$3.25/.40. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. In overtime box shown overtime hourly rate paid, plus any cash in lieu of fringes paid the employee. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962. In addition to paying no less than the predetermined rate for the classification which the employee works, the contractor shall pay to approved plans, funds or programs or shall pay as cash in lieu of fringes amounts predetermined as fringe benefits in the wage decision made part of the contract. See "FRINGE BENEFITS" below.

FRINGE BENEFITS - Contractors who pay all required fringe benefits: A contractor who pays fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of labor shall continue to show on the face of the payroll the basic cash hourly rate and overtime rate paid to his employees just as he has always done. Such a contractor shall check paragraph 4(a) of the statement on the reverse of the payroll to indicate that he is also paying to approved plans, funds or programs not less than the amount predetermined as fringe benefits for each craft. Any exceptions shall be noted in section 4(c).

Contractors who pay no fringe benefits: A contractor who pays no fringe benefits shall pay to the employee, and insert in the straight time hourly rate column of the payroll, an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringes, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringes at the straight time rate. In addition, the contractor shall check paragraph 4(b) of the statement on the reverse of the payroll to indicate that he is paying fringe benefits in cash directly to his employees. Any exceptions shall be noted in Section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the employees as cash in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the contractor may check, shall be entered in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid the employee as cash in lieu of fringes and the hourly amount paid to plans, funds, or programs as fringes. The contractor shall pay, and shall show that he is paying to each such employee for all hours (unless otherwise provided by applicable determination) worked on Federal or Federally assisted project an amount not less than the predetermined rate plus cash in lieu of fringes as shown in Section 4(c). The rate paid and amount of cash paid in lieu of fringe benefits per hour should be entered in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of the employees' weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus \$63.00/\$120.00.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deduction should be involved, use first 4 columns; show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 CFR, Part 3. If the employee worked on other jobs in addition to this project, show actual deductions from his weekly gross wage, but indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While this form need not be notarized, the statement on the back of the payroll is subject to the penalties provided by 18 USV 1001, namely, possible imprisonment of 5 years or \$10,000.00 fine or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See paragraph entitled "FRINGE BENEFITS" above for instructions concerning filling out paragraph 4 of the statement.

EXHIBIT F-3 - SF 1413 AND PAYROLL SUBMISSION LOG

Exhibit on Next Page

SF 1413 AND PAYROLL SUBMISSION LOG

STATEMENT & ACKNOWLEDGEMENTS (SF 1413) AND PAYROLL SUBMISSIONS

SHEET _____ **OF** _____

CONTRACT: DAHA 00-00-C-0000

PROJECT NUMBER AND TITLE:

ACTUAL START:_____

(PRIME CONTRACTOR)_____

**YOU MAY WANT TO CHANGE
THIS FORM FROM A
PORTRAIT TO LANDSCAPE
FORMAT**

WEEK BEGINNING

--	--	--	--	--	--

SUBCONTRACTOR

[illegible]

Form Approved
Budget Bureau No. 44-11003

**U. S. DEPARTMENT OF LABOR
WAGE AND HOUR AND PUBLIC
CONTRACTS DIVISIONS**

(For Contractor's Optional Use; See Instruction, Form WH - 347 Incl.)

NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input checked="" type="checkbox"/>		ADDRESS		PROJECT OR CONTRACT NO.	
SMITH HEATING & AC COMPANY		1000 "A" STREET, LINCOLN, NE 68123		DAHA25-99-C-0863	
PATROLL NO.		PROJECT AND LOCATION		DEDUCTIONS	
7		AVIATION SUPPORT FACILITY			
FOR WEEK ENDING		TOTAL HOURS		GROSS AMOUNT EARNED	
21 SEP 99		(18)		(17)	
(19)		(16)		(15)	
(20)		(14)		(13)	
(21)		(12)		(11)	
(22)		(10)		(9)	
(23)		(8)		(7)	
(24)		(6)		(5)	
(25)		(4)		(3)	
(26)		(2)		(1)	
(27)		(1)		(1)	
(28)		(1)		(1)	
(29)		(1)		(1)	
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(115)		(1)		(1)	
(116)		(1)		(1)	
(117)		(1)			

CHAPTER 8: TAB G – PERFORMANCE AND PAYMENTS

Tab G – Performance and Payment



TAB NO.	SECTION
G	PERFORMANCE AND PAYMENTS
G-1	Progress Schedule (AF 3064)
G-2	Contractor Progress Reports/Correspondence
G-3	Government Progress Reports/Correspondence
G-4	Funds Expenditure Log/Invoices
G-5	Inspection Documents
G-6	Warranty Documents
G-7	Pre-Final Payments Checklist (AF 3035)
G-8	Release of Claims
G-9	Miscellaneous Correspondence
G-10	Contract Close-Out Documentation

The Tab G Section of the Contract file houses general performance and payment documents which include Progress Schedules/Reports, funds expenditures, inspection, warranty, payment, release of claims, close out, miscellaneous and warranty call documents. FAR Parts 28, 31, 32 and 36 addresses these items.

TAB G-1, “CONTRACT PROGRESS SCHEDULE”

This document, termed “practicable” schedule (see FAR 52.236-15, “Schedules for Construction Contracts”) is designed to monitor the contractors’ performance on projects. Case law has developed three elements to determine whether a schedule meets this definition. The schedule must be reasonable, feasible, and obtainable. The document is prepared by the contractor and submitted to civil engineering for evaluation and to the contracting officer for approval. The following items should be identified on the completed schedule:

- All salient characteristics of work should be listed in the proper sequence of accomplishment (i.e. site work, demolition, utilities, foundations, carpentry, etc.)
- Each element must be assigned a percent value in relation to the total project cost. The total of all elements must equal 100 percent.
- Ensure that the proposed schedule is not “front end loaded”, whereby the contractor places an excessive or inflated value to a work element that is scheduled for completion in the early stages of performance, creating additional cash flow.

- Mobilization or startup costs are legitimate elements providing they are considered significant. If approved, you must also allow for demobilization.
- The payments clause allows for payment of the Bond Premium. The rate listed on the bond premium should match the rate listed on the Performance Bond Form. A paid receipt must accompany a request for payment of the Bond Premium, indicating that the premium has been paid in full.
- Payment for materials stored on site is allowable, and should be limited to major high-cost items. It is generally not the National Guard policy to pay contractors for materials stored off-site and is prohibited unless sound procedures are in place for their accountability and control. Payments for materials prior to installation will be substantiated with paid invoices.
- Planning, scheduling, and controlling of a project can be accomplished by using a schedule that may range from a simple milestone chart to a more complex networking technique. For simple scheduling problems, Gantt charts can be used. The Gantt chart is basically a bar chart or line chart with time graduations shown along the horizontal and people, organizations, machines or tasks shown along the vertical. Critical path method (CPM) and Program Evaluation and Review Technique (PERT) are two older networking techniques, which are available. The CPM is a scheduling technique, which defines all activities necessary to complete a given project in a logic format, which defines interrelationships among activities.

In this Tab Section, the following document is filed:

AF Form 3064, Contract Progress Schedule/Other Appropriate Schedule

Note: Maintain an extra copy in the Office's Contract Progress Schedule Log. This copy should be updated regularly upon receipt of the AF Form 3065 (see Tab G-2), Contract Progress Report, or equivalent documentation (EQD) from the Government Inspector.

References:

FAR 36.515
FAR 52.236-15
FAR 52.232-5(g)

TAB G-2 CONTRACTOR PROGRESS REPORTS

These documents will reflect the approved cost elements as they appear on the Progress Schedule and will provide a basis for determining accurate progress payments to the contractor. It will allow for field progress to be measured for each item listed and will assist in quantifying the payment amounts.

The method for making progress payments is established by the Payment clause, and it states that the Contracting Officer may require the contractor to furnish a breakdown of the total contract price showing the amount included therein for each principle category of the work to provide a basis for determining progress payments.

As work progresses, the contractor will enter the actual progress on a copy of the progress report which is then provided to the COR. This is used to determine if the contractor is on schedule, along with an invoice, and certified payrolls forms the basis for progress payments.

At predetermined dates, (i.e. bi-weekly, monthly etc) the contractor will submit a completed, signed report to the contracting officer. The COR is also required to submit a signed copy, indicating whether or not he/she agrees with the contractors completed percentage.

In this Tab Section the following documents are filed:

Contractor's Weekly and or Bi-Weekly Contract Progress Report, AF Form 3065, or equivalent documentation (EQD)

Note. Period reported must correspond to the approved Progress Schedule's Line Item Elements of Work.

References:

FAR Part 31
FAR 36.515

TAB G-3 GOVERNMENT PROGRESS REPORTS

In this Tab Section the following documents are filed:

Government Inspector's Weekly and or Bi-Weekly Contract Progress Report, AF Form 3065, or equivalent documentation (EQD).

Note: Period reported must correspond to the approved Progress Schedule's Line Item Elements of Work.

References:

FAR Part 31, FAR 36.515
Normal Business Practice

TAB G-4 FUNDS EXPENDITURE LOG/INVOICES

Funds Expenditure Log:

The Funds Expenditure Log is a document, simple in nature, which gives the reader a quick glimpse of all expenditures and changes (i.e. payments & modifications) to the contract. It should include dates, amounts, and the current contract total. This is especially important when tracking a contract with statutory cost limits.

Invoices

When the contractor submits an invoice, it is the contract specialists' responsibility to ensure that the invoice contains all necessary documentation to support the requested amount. Invoice processing includes the following actions:

1. Compare the contractors and the governments progress reports to assure that progress has been accomplished;
2. Verify the invoice against the contract prices and terms;
3. Identify deductions or withholdings for:
 - Liquidated Damages
 - Collection of overpayment
 - Retainage
 - DOL Violations
4. Check the mathematical computations for accuracy;
5. Inform the contractor if a discrepancy exists between the amount submitted and the amount estimated by the Government;
6. Document the decision to either pay or reject;
7. Suspend the payment and periodically check with the payment office.

The contractors' invoice must certify that the amount of the invoice is only for performance required by the contract and that the contractor has paid their subcontractors and suppliers from previous payments received and timely payments will be made from the proceeds of this payment. The certification must also state that the amount of the invoice does not include any amounts the prime contractor is withholding or retaining from a subcontractor or supplier in accordance with the terms and conditions of the contract.

When more than one appropriation is applicable to your contract ensure you track funds by appropriations. This is extremely important when line items are separately funded or when a portion of the work is limited by statute. Separate logs should be maintained by appropriations.

In this Tab Section the following documents are filed:

Contractor's Certification of Payment to subcontractors and suppliers

Application for Payment and Invoice (Pay Application Form – Oct 01)
Funds Expenditure Log
Contracting Officer's Rejection and Return of Contractor's Invoice

References:

FAR 32.103
FAR 52.232-5
DFAR 232.102

Exhibits:

Contractor's certification of payment to subcontractors and suppliers
Application for Payment and Invoice (Pay Application Form – Oct 01)
Funds Expenditure Log
Contracting Officer's Letter of rejection and return of Contractor's invoice

TAB G-5 INSPECTION DOCUMENTS

This tab will contain any documents/memos related to inspections issues, project punch list(s) and all associated documentation.

Exhibits:

Punch List Letter

TAB G-6 WARRANTY DOCUMENTS

This tab will contain:

1. A written determination to use FAR Clause 52.246-21, "Warranty of Construction", shall be made by the Contracting Officer. The written determination to use the clause shall contain, as a minimum, the criteria as set forth at FAR Subpart 46.703. The clause shall be included in the solicitation and a copy of the written determination shall be included in the solicitation file submitted for review and approval. This document is normally filed in tab A-6.
2. A copy of the written warranty.

Exhibits:

Contractor Letter of Guarantee or Warranty Documents

TAB G-7 PRE-FINAL PAYMENT CHECKLIST

This Tab Section will contain the Pre-Final Payment Checklist that is used at the end of the contract and is filed in Tab G-7. This document was designed locally and plays an important role in the close out of contracts to determine all documents are complete and in place before final payment is processed.

References: Normal Business Practice

Exhibits: Pre-Final Payment Checklist

TAB G-8 RELEASE OF CLAIMS

Obtain and file the Release of Claims, (See Sample) *before* the final payment is processed.

In this Tab Section the following documents are filed:

Contractor's Release of Claims

Correspondence of attempts to obtain Release of Claims

Reference:

FAR 52.232-5

Exhibits:

Contractor's Release of Claims

TAB G-9 MISCELLANEOUS CORRESPONDENCE

This section contains other documents relating to Performance and payments not elsewhere filed.

TAB G-10 CONTRACT CLOSE-OUT DOCUMENTATION

FAR 36.201 (a) (1) states "the contracting activity shall evaluate contractor performance and prepare a performance report using the SF 1420, Performance Evaluation (Construction Contracts), for each construction contract of --\$500,000 or more; or more than \$10,000, if the contract was terminated for default." However, guidance at the NGFARS at 42.1503 states evaluations shall be accomplished for all actions above the simplified threshold and the guidance at the CCASS website states:

Performance evaluations are required for each construction contract if:

- \$100,000 or higher
- \$25,000 or higher if any element of performance is either unsatisfactory or outstanding
- \$10,000 or higher if the contract is terminated for default

The preparer of the evaluation should be the person responsible for monitoring contract performance i.e. Contracting Officer Representative (COR), government inspector or project engineer. In accordance with FAR PART 42.1503 "Agency evaluations of contractor performance ... shall be provided to the contractor as soon as practicable after completion of the evaluation. Contractors shall be given a minimum of 30 days to submit comments, rebutting statements, or additional information. Agencies shall provide for review at a level above the contracting officer to consider disagreements between the parties regarding the evaluation. The ultimate conclusion on the performance evaluation is a decision of the contracting agency. Copies of the evaluation, contractor response, and review comments, if any, shall be retained as part of the evaluation. These evaluations may be used to support future award decisions, and should therefore be marked "Source Selection Information". The completed evaluation shall not be released to other than Government personnel and the contractor whose performance is being evaluated during the period the information may be used to provide source selection information. Disclosure of such information could cause harm both to the commercial interest of the Government and to the competitive position of the contractor being evaluated as well as impede the efficiency of Government". "The head of contracting activity shall establish procedures to ensure that fully qualified personnel prepare and review performance reports." DFAR 236-201 states "Use DD Form 2626, Performance Evaluation (Construction), instead of SF 1420."

File the completed DD Form 2626, "Performance Evaluation (Construction)", after it has been submitted to the central database. Construction Contractor Appraisal Support System (CCASS) is an automated centralized database containing a six-year history of construction contractor performance evaluations. The CCASS Center is operated and maintained by the U.S. Army Corps of Engineers, Portland District, Portland, Oregon. Any Federal agency contracting officer executing construction contracts is authorized to use CCASS. Keep this document on file for six (6) years. These records may also be used to assist in making responsibility determinations (FAR 9.1).

In this Tab Section the following documents are filed:

Government Inspector's Final Inspection and Acceptance Report
DD 1594, Contract Completion Statement
DD Form 2626
Letter of Transmittal of DD Form 2626 to Contractor

References:

FAR 36.701 (e),
DFAR 236-201,
FAR 52.246-12,
AFAR5136.201
FAR 36-201

Exhibits:

Beneficial Occupancy and Final Occupancy Letters
Final Occupancy Letter
Sample Transmittal Letters for DD Form 2626

Website: <http://www.hq.usace.army.mil/CEMP/E/ES/CCASSWEB/>

TAB G-11 WARRANTY CALL DOCUMENTATION

This section will contain documentation regarding calls/requests for warranty work.

- Determine if requested work is covered by warranty and that no additional costs will be incurred.
- Notify the contractor.
- Ensure that the problem(s) have been resolved.
- Document all actions.

Exhibits: Warranty call documents



EXHIBIT G- 4 SUBCONTRACTOR PAYMENT REGISTER

Contract No. _____

Project No. & Title: _____

Prime Contractor: _____ Invoice No. _____ Date: _____

Subcontractor's Payment Register (Pursuant to FAR 52.232-5) - Must be Submitted with Each Invoice

Subcontractor	Trade (Work Performed)	Subcontract Amount	Amount Previously Paid	Current Invoice Amount	Total Payments to Date	Balance on Subcontract
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EXHIBIT G- 4 APPLICATION FOR PAYMENT

Exhibit follows on next page



Application for Payment and Invoice

To: 127 WG/LGC 43200 Maple Street Selfridge ANGB, MI 48045-5213	Project Title: _____ Contract No.: _____ Delivery Order No.: _____ Invoice No.: _____ Invoice Submitted for Period Ending: _____
---	---

From: _____ (Contractors name - must be same as on the contract) Name: _____ Address: _____	POC to notify if questions: Name: _____ Telephone: _____ E-Mail: _____
---	---

A. Original Contract Amount	A.	\$	_____
B. Bonds (paid invoice required for payment)	B.	\$	_____
C. Adjusted Contract Amount (A - B)	C.	\$	_____
D. Net Change of Modification(s) +/-	D.	\$	_____
E. Contract Sum to Date (C + D)	E.	\$	_____
F. % of Work Completed to Date ____ % Value	F.	\$	_____
G. Total of Previous Payments	G.	\$	_____
H. Value of Work Completed this Period	H.	\$	_____
I. Subcontractor Retainage/Withholding (explain)	I.	\$	_____
J. Current Payment Request	J.	\$	_____

Certification:

I hereby certify, to the best of my knowledge and belief that--

- (1) The amount requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
(2) Payment to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code;
(3) This request for progress payment does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and
(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

_____ (Signature)	_____ (Printed/Typed Name)
_____ (Date)	_____ (Title)

BELOW IS FOR GOVERNMENT USE ONLY

Payment Request	\$	_____	Payment No.:	_____
Retainage @ ____ %	\$	_____		
Other Adjustments	\$	_____		
Approved Payment Amount	\$	_____		

I hereby certify that the above services have been received
and were accepted on _____

Invoice Received at
Designated Office
(Date Stamp)

127 WG/LGC
43200 Maple Street
Selfridge ANGB, MI 48045-5213
Telephone No.: (810) 307-5288



EXHIBIT G-4 RETURN OF INVOICE

ORGANIZATIONAL LETTERHEAD

Date

MEMORANDUM FOR CONTRACTOR'S NAME
ADDRESS
CITY AND STATE

FROM: Contracting Officer
Address
City and State

SUBJECT: Contract DAHAXX-XX-X-XXXX, Project VGLZ XXXXXX, "PROJECT TITLE"

1. Invoice 0000, dated, cannot be processed for payment at this time and therefore is returned.
2. The last certified payroll the Government received for the your Company is dated _____. Certified payrolls are required on a weekly basis. This lack of payroll submissions has been brought to your attention in the past. No further payments will be processed until the Government is in receipt of certified payrolls from NTP DATE through the current bill cycle.
3. If you have any questions, contact the undersigned at (XXX) XXX-XXXX.

Contracting Officer

Attachment
Invoice No

EXHIBIT G-5 TRANSMITTAL OF PUNCH LIST

ORGANIZATIONAL LETTERHEAD

Date

MEMORANDUM FOR CONTRACTOR'S NAME

ADDRESS

CITY AND STATE

FROM: Contracting Office

Address

City and State

SUBJECT :Contract DAHAXX-XX-X-XXXX, VGLZXXXXXX "Title" – Punch List

1. In accordance with walk through inspections conducted on (date) and (Date), the below listed punch items remain to be completed on subject project before final acceptance by the Government can occur.

a. ARCHITECTURAL PUNCH LIST ITEMS:

1. General note - housekeeping/clean up required in all areas, including main Building Interiors, Mechanical Room, Electrical Room, Exterior Site, and Screen Wall areas.

2. Missing Access Panel in Men's room to Pipe Chase.

3. Exterior Concrete Slab against Main Entry Door West Elevation is lifting and Door won't open. (ITEM MUST BE REPAIRED/REPLACED PRIOR TO ACCEPTANCE OF BUILDING).

4. Provide As Built Drawings (red-lines) with all changes to Construction Drawings indicated, as well as any Addendum work that affected same.

b. MECHANICAL/ PLUMBING PUNCH LIST ITEMS:

1. Provide missing Domestic Water Isolation Valves and tags above ceilings per Construction Plans, Sheet M-3, in Men's, Women's, Break Room, and Janitorial rooms.

2. Provide Unistrut Anchors missing from Domestic Water Lines above Bathrooms.

3. Provide Valve Tagging Document with all Numbers and Locations indicated.

4. Provide Air Balance Test and Report Documents per Specification requirements.

5. Provide O/M Manuals for all installed Equipment per Specification Requirements (Prior to Training).

c. ELECTRICAL/CONTROLS/COMMUNICATIONS PUNCH LIST ITEMS:



1. Provide Disconnect Labels per Specifications and NEC for all Equipment including ACCU-1, Electric Unit
Heater, Humidifier, AHU-1, Re-circulating Pumps for Boilers.

2. Vacuum inside of all Lighting, Fire, and Disconnect panels.

3. Provide Electrical Test documents of all installed Equipment, Panels, Disconnects etc, indicating Phase to
Ground, Phase-to-Phase Terminations Lugging and any corrections to same signed by Qualified Electrician.

4. Provide Voice/Data Ring out Test document.

5. Secure all Light Fixtures to Ceiling Grid in Offices, Break Room and Conference Room per NEC.

2. Request you correct the above listed discrepancies on or before (Date). Those discrepancies that cannot be corrected by this date must be identified, in writing, to the Contracting Officer. The identification will include the reason for not meeting the original suspense date and shall include a proposed date for correction of the discrepancy or discrepancies.

3. Failure to promptly replace and or correct the discrepancies note above, without good reason, may result in the Government replacing and/or correcting the discrepancies and charging the cost to you.

4. Request you coordinate with (Name), Contracting Officer Representative (COR), at xxx-xxx-xxxx, regarding scheduling a training date/time for the installed equipment and where you should deliver the spare parts.

6. Your prompt attention to this matter is appreciated. If you have any questions, please call (Name), Contract Administrator, at xxx-xxx-xxxx.

Contracting Officer

cc: WG/CECE
WG/CECC

Receipt Acknowledged: _____

Name

Date

EXHIBIT G-6 WARRANTY LETTER FROM CONTRACTOR

COMPANY LETTER HEAD

DATE

MEMORANDUM FOR: Applicable CO

FROM: COMPANY NAME
ADDRESS
CITY AND STATE

SUBJECT: Contractor's Letter of Guarantee, Contract DAHA 20-XX-X-XXXX, VGLZXXXXXX,
"Project Title"

The undersigned warrants the referenced project for one year from the date of the final acceptance against defects in materials and workmanship.

Sincerely,

Name and title



EXHIBIT G-7 - CLOSE OUT FORM

CONTRACT NO: _____

PROJECT TITLE: _____

FINAL PAYMENT	YES	NO	NA

Contract Index: Are Sub-Tabs indicated?

Contract Distribution: All distribution posted?

Are all documents signed and all duplicate documents removed?

AF Form 3064: Is form completed and filed?

AF Form 3065: All received, posted, signed, and filed (Gov Insp and Contractor)?

Punch list items completed?

Final Inspection letter filed?

All payrolls received and verified as correct (inclusive of Punch List Item Payrolls)?

Labor interviews completed, filed, and recorded for quarterly reporting?

AF Form 3000: All technical submittals received, approved/disapproved, filed?

Government furnished property documents received?

Environmental: All environmental retained documents filed?

Environmental: Is contract folder marked with visible and proper distribution date (as applicable)?

AF Form 3035, "Pre-Performance Conference and Pre-Final Checklist" completed?

D & F on liquidated damages written?

D & F legal sufficiency review received?

Liquidated damages assessed?

All claim documentation assessed, resolved, filed?

Government Inspector's final Inspection and Acceptance Report received?

Contracting Officer's final acceptance letter to contractor sent?

Contractor's Release of Claims received?

Contractor's Letter of Guarantee received?

Any known claims pending (Government/Subcontractor etc)?

Final invoice received and correct?

Verification of final payment received through DFAS?

DD Form 2626, "Performance Evaluation (Construction)" completed for contracts over \$100,000.00? (Ref: DFARS 236.201)

DD Form 2626, "Performance Evaluation (Construction)" submitted to the Central Data Base immediately upon its completion? (Submitted via Internet: CCAS Homepage)

Copy of DD Form 2626 sent to the Contractor via letter if applicable?

Contract Close-Out Labels completed and one placed on each related contract file?

--	--	--	--

<div>Date Processed for Final Payment</div>	<div>Contract Administrator</div>
---	-----------------------------------

CLOSEOUT

Date Contract Closed Out

THIS FORM IS TO BE FILED AS LAST ITEM IN TAB G

EXHIBIT G-8 RELEASE OF CLAIMS

RELEASE OF CLAIMS

Contract Number: DAHA20_____

Date of Contract Award: _____

Project No. _____

Project Title: _____

KNOW ALL MEN BY THESE PRESENTS: In consideration of the premise and sum of _____

<written amount> (\$ Figures) lawful money of the United States of America (hereinafter called
the "Government") of which of _____

<written amount> (\$ Figures) of the total amount
has been paid, and a balance due of _____

<written amount> (\$Figures) which is to be
paid by the Government under the above noted contract, the undersigned contractor does remise, release and
forever discharge the Government, its officers, agents and employees of and from all liabilities, obligations and
claims whatsoever in law and equity under, arising out of or by virtue of said contract, except specified claims in
stated amounts, or in estimated amounts when the amounts are not susceptible of exact by the contractor, as
follows: (If none, so state)

IN WITNESS WHEREOF, This release has been executed this _____ day of _____ 19____.

(Company Name)

BY: _____
(First Witness Signature, Printed Name and Title)

(Second Witness Signature, Printed Name and Title)

CERTIFICATE

I, _____, certify that I am the _____

(position)
of the corporation named as contractor in the foregoing release; that _____

(contractor above)
who signed said release on behalf of the contractor was then _____ of said
corporation; that said release was duly signed for and in behalf of said corporation by authority of its
governing body and is within the scope of its corporate powers.

Corporate Seal
Notary Seal

(Signature)

EXHIBIT G-10 – MISCELLANEOUS LETTERS – BENEFICIAL OCCUPANCY

ORGANIZATIONAL LETTERHEAD

Date

MEMORANDUM FOR CONTRACTOR'S NAME

ADDRESS

CITY AND STATE

FROM: Contracting Officer

Address

City and State

SUBJECT: Beneficial Occupancy - Contract No. _____, VGLZ , "Description"

1. In accordance with Contract Clause FAR 52.236-11, "Use and Possession Prior to Completion", Contractor is hereby notified that the Government anticipates beneficial occupancy of Building No. _____ for the office area on the second floor.
2. Final acceptance will be issued when punch list items are completed; final inspection complete and reports received.
3. If you have any questions, please call the undersigned at xxx-xxx-xxxx

Contracting Officer

Contractor, Date
Title

Government User, Date
Title

COR, Date



EXHIBIT G-10 –FINAL OCCUPANCY

ORGANIZATIONAL LETTERHEAD

Date

MEMORANDUM FOR CONTRACTOR'S NAME
ADDRESS
CITY AND STATE

FROM: Contracting Officer
Address
City and State

SUBJECT: Notice of Final Acceptance, Contract DAHA No. _____, VLGZ _____ "Description"

1. This letter provides notice that effective (Date), the Government accepted all work required by the terms of the subject contract as complete and satisfactory. This notice is final and conclusive except as regards to latent defects, fraud (or such mistakes as may amount to fraud), or the Government's rights under any warranty required by the contract terms.
2. Before final payment can be made the Government requires apprentice documentation previously requested in our letter of (date), Payrolls for the period (insert dates), your Warranty Letter and Final Invoice. If you have any questions, please call Contract Administrator at xxx-xxx-xxxx or the undersigned at xxx-xxx-xxxx.

Contracting Officer

cc: Engineer/COR



EXHIBIT G-10 TRANSMITTAL LETTER FOR PERFORMANCE EVALUATION - SATISFACTORY

ORGANIZATIONAL LETTERHEAD

Date

MEMORANDUM FOR CONTRACTOR'S NAME
ADDRESS
CITY AND STATE

FROM: Contracting Officer
Address
City and State

SUBJECT: Contract DAHAXX-XX-X-XXXX, Project VGLZ XXXXX, PROJECT TITLE

1. Please find enclosed the Satisfactory Performance Evaluation for your contract DAHAXX-XX-X-XXXX, for Project VGLZ XXXXX, PROJECT TITLE, at (Location).
2. The Operational Contracting Division, (Location) would like to take this opportunity to express our appreciation for the work performed on the contract.
3. This office requests your comments within 30 calendar days of receipt of this letter. Failure to respond within the designated time frame will be taken as agreement with the assessment.
4. If you have any questions, please contact (*Name*), Contract Administrator, for this contract at xxx-xxx-xxxx and/or the undersigned.

Contracting Officer

Attachment
DD Form 2626

CERTIFIED MAIL: XXXX XXXX XXXX XXXX XXXX

**EXHIBIT G-10 TRANSMITTAL LETTER FOR PERFORMANCE EVALUATION –
ABOVE AVERAGE**

LETTERHEAD

ORGANIZATIONAL LETTERHEAD

Date

MEMORANDUM FOR CONTRACTOR'S NAME
ADDRESS
CITY AND STATE

FROM: Contracting Officer
Address
City and State

SUBJECT: Contract No. _____, "Description"

1. Please find enclosed the Above Average Performance Evaluation for your contract No. _____, "Description and Location". This project was completed in a professional manner and users are very pleased with the final results.
2. The Operational Contracting Division, Selfridge Air National Guard Base, Michigan would like to take this opportunity to express our appreciation for the work performed on the contract. If you desire to make comments please do so in writing within 30 calendar days of receipt of this letter. Failure to respond within the designated time frame will be take as agreement with the assessment.
3. If you have any concerns, please feel free to contact the Operational Contracting Division

Contracting Officer

Attachment
DD Form 2626

CERTIFIED MAIL: XXXX XXXX XXXX XXXX XXXX

CHAPTER 9: TAB H – DRAWINGS/SUBMITTALS

Tab H – Drawings/Submittals



H DRAWINGS/SUBMITTALS

- H-1 Drawings, Current/Superseded**
- H-2 Specifications and Technical Addendums**
- H-3 AF 66, Material Approval Submittal Listing**
- H-4 Material Approval Submittals**
- H-5 Miscellaneous Correspondence**

The Tab H Section of the Contract file houses the Drawings, Specifications, Material Approval Submittal Listing, Material Approval Submittals and Miscellaneous Files.

TAB H-1 CURRENT DRAWINGS/CHANGE ORDER TECHNICAL ADDENDUMS

Tab H-1 of the Contract file houses current drawings and Change Order Technical Addendums if the drawings are of such quantity to be contained in this section. For large projects, the contract drawings are stored on a drawing rack during performance of the contract. These drawings are used for Job Progress Meetings and to provide guidance on questions arising during the life of the contract. After close-out, the drawings can be stored in this section on a floppy disk or CD-ROM, filed in this section or stored in a separate folder if the bulk of the drawing sheets exceed the capacity of this section. If the drawings were filed in another folder, there would be a sheet of bond paper filed under Tab H-1 containing a statement of where the drawings are located.

TAB H-2 SPECIFICATIONS AND TECHNICAL ADDENDUMS

Tab H-2 contains the Specifications and Technical Addendums. The specifications may be filed as a CD Rom, paper copy or filed in a separate binder if the bulk of the pages exceed the filing capacity of this section. In this case, there would be a sheet of bond paper filed under Tab H-2 with a statement as to the location of the specifications.

The specifications and technical addendums are to be reviewed prior to issuance of the solicitation to determine if they are vague, contain ambiguities or contain any contractual problems. Vague specifications can be interpreted using custom “trade practices”. To take advantage of a “trade practice interpretation” there must be substantial evidence that the practice is clear and well recognized. However, the trade practice interpretation cannot vary or contradict plain contract language, regardless of how prevalent the trade practice. A specification ambiguity exists when there are two reasonable interpretations of contract language. If an ambiguity is patent or obvious, it is the contractor’s duty to



seek clarification. If an ambiguity is not patent or obvious, the interpretation is generally ruled against the drafter of the specification.

TAB H-3 MATERIAL APPROVAL LISTING

Tab H-3 contains the Schedule of Material Submittals, AF Form 66 or other equivalent form or listing. The AF Form 66, or equal, provides a description of the type of submittals and the number of copies that are required for a given project. The AF Form 66, or equal, is primary used as a tracking device with action dates to be filled-in by the Contracting Office. It is important to carefully track submittals and notify the contractor when required submittals are late.

Exhibit:

Notification of Delinquent Submittal

TAB H-4 MATERIAL APPROVAL SUBMITTAL

Tab H-4 contains the contractor's Material Approval Submittal, AF Form 3000 or other equivalent form. The contractor provides a Material Submittal for each item required by AF Form 66 in the required number of copies. Receipt and distribution of submittals will be office and/or project specific. In some cases, where A&E's are reviewing the submittals it is efficient to have the contractor send the submittals directly to the A&E for review, with a copy of the AF Form 3000 sent simultaneously to the Contracting Officer. Upon review completion the A&E can send the submittal package directly to the Contracting Officer who can obtain local engineering review, if appropriate, and then approve/disapprove and send back to the contractor. However, you set your process up it is important to note that submittals are time sensitive. Timely approval or rejection of the material submittal, AF Form 3000, is required to avoid any delay claim by the contractor. The contractor must identify any variations from contract specifications in writing. Approval of material submittals, by the Contracting Officer, without identified variations, shall not relieve the contractor from responsibility for any errors or omissions in such submittals. Approved variations may require the Contracting Officer to issue a contract modification, except for minor variations that do not involve a change in price or time of performance.

Exhibit:

AF Form 3000, Material Approval Submittal

TAB H-5 MISCELLANEOUS CORRESPONDENCE

Tab H-5 contains all miscellaneous correspondence involving topics covered in Tab H.

EXHIBIT H-4 MATERIAL APPROVAL SUBMITTAL

MATERIAL APPROVAL SUBMITTAL (See Instructions on Reverse)				Form Approved OMB No 9000-0062 Expires Apr 30, 1993		
Public reporting burden for this collection of information is estimated to average 20 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project OMB No 9000-0062, Washington DC 20503. Please DO NOT RETURN your form to either of these addresses. Send your completed form to: SAF/AQCO, Pentagon, Washington DC 20330-1000.						
TO: (Contracting Officer) USPFO CONTRACTING OFFICE			FROM: (Contractor) ACME CONSTRUCTION		DATE 21 JUN 99	
CONTRACT NUMBER DAHA25-99-C-0863			SUBMISSION NUMBER 3		SUBMITTAL <input checked="" type="checkbox"/> NEW <input type="checkbox"/> RESUBMITTAL	
PREVIOUS SUBMISSION NUMBER 2			PROJECT NUMBER NGCB101			
TO BE COMPLETED BY CONTRACTOR			FOR GOVERNMENT USE ONLY			
ITEM NO.	SPECIFICATION SECTION/ PARA NO./DRAWING NO.	DESCRIPTION OF MATERIAL (Include Type, Model Number, Catalog Number, Mfg., etc.)	AP- PROVED	DISAP- PROVED	SEE REVERSE	INITIAL
3	ROUGH FRAMING 06100 1.4B	FRAMING OF CONCRETE SUPPORT FORMS				
9	09411 2.6C	PRODUCT LITERATURE, FAN COIL UNITS				
13	13000 5.6A	SHOP DRAWING, LIGHT MOUNT FIXTURE				
**	THE LINE NUMBER WILL CORRESPOND TO THE "SCHEDULE OF MATERIAL SUBMITTALS" NUMBER AND					
	WILL BE USED TO TRACK THE SUBMITTAL.					
BY COMPLETING THIS FORM, THE UNDERSIGNED CONTRACTOR CERTIFIES THAT THE MATERIAL COMPLIES WITH ALL SPECIFICATIONS OF SUBJECT CONTRACT.						
DATE 21 JUN 99	TYPE OR PRINT NAME AND TITLE GEORGE ACME, GENERAL MANAGER		SIGNATURE			
FOR GOVERNMENT USE ONLY						
TO: (Base Civil Engineering Officer)						
For Evaluation and Action						
DATE	TYPE OR PRINT NAME AND GRADE		SIGNATURE			
TO: (AF Contracting Office)						
RECOMMEND	APPROVAL	DISAPPROVAL AS INDICATED ABOVE AND SUBJECT TO ANY APPLICABLE COMMENTS ON THE REVERSE				
DATE	TYPE OR PRINT NAME AND GRADE		SIGNATURE			
TO: (Contractor)						
<input type="checkbox"/> APPROVED <input type="checkbox"/> DISAPPROVED AS INDICATED ABOVE AND SUBJECT TO ANY APPLICABLE COMMENTS ON THE REVERSE SIDE. REQUEST RESUBMITTAL ON DISAPPROVED ITEMS WITHIN _____ DAYS OF DATE SHOWN BELOW.						
DATE	TYPE OR PRINT NAME AND GRADE		SIGNATURE			

AF FORM 3000, SEP 91 (EF)

PREVIOUS EDITION IS OBSOLETE.



TASK ORDER CONTRACT (DELIVERY ORDER) FILE

CHAPTER 10: TOC

TAB A - PRE SOLICITATION DOCUMENTS



A	PRE-SOLICITATION DOCUMENTS
A-1	Initial Memorandum/Project Documents
A-2	PR/Government Estimate/Certification of Funds
A-3	Advance Acquisition Plan
A-4	D & F (Warranty, etc.)
A-5	Liquidated Damages Determination
A-6	Solicitation Reviews and Approvals
A-7	Solicitation/Amendments
A-8	Source Selection Plan/Documents (Design-Build)
A-9	Pre-Proposal Conference/Minutes/Site Visit/RFI's
A-10	Miscellaneous Correspondence

This section on the Construction Handbook addresses some of the unique characteristics of the TOC Delivery Order. This difference is particularly evident in section A & B and therefore a separate file master has been prepared to accommodate this. CPL 98-7 describes in detail the TOC process and should be reviewed. We have only addressed those areas and documents that are different from those found in the previous Chapters. Refer to Chapters 2-9 for additional samples.

TAB A-1 INITIAL MEMORANDUM/PROJECT DOCUMENTS

Tab A-1 contains project documents from Civil Engineering with Construction Project Package Checklist. The Contract Administrator reviews the documents, i.e., statement of work, specifications, drawings and any other documents submitted for clarity and understanding. Upon approval of the package, the request for quotation can be completed for the Task Order Contractors (TOCS)

References:

FAR 36.202 Specifications
NGFARS- Forms Section

TAB A-2 PR/GOVERNMENT ESTIMATE/CERTIFICATION OF FUNDS

Tab A-2 contains the Independent Government Estimate (IGE) and the Funded Purchase Request is filed in this section. The Purchase Request is to be stamped "FOR OFFICIAL USE ONLY". The Request for Purchase can consist of an AF Form 9/DA Form 3953, and/or DD Form 448 (MIPR)

References:

FAR 36.203 Government Estimate of Construction Costs
DFARS 236.203 Government Estimate of Construction Costs
NGFARS 16.505(S-100) Individual Task Order Maximum

TAB A-3 ADVANCED ACQUISITION PLAN

Tab A-3 contains the Advanced Acquisition Plan. This plan is mandated for construction projects that are estimates to exceed \$100,000,00. The form has been modified for TOC orders.

References:

FAR 7.102 Acquisition Planning Policy
FAR 7.103 Agency Head Responsibilities
FAR 7.104 General Procedures
FAR 7.105 Contents of Written Acquisition Plans
NGFARS 7.102 Acquisition Planning
NGFARS 7.105 Contents of Acquisition Plan

Exhibit:

Advance Acquisition Plan TOC

TAB A-4 D & F (WARRANTY, ETC)

Tab A-4 contains any Determination and Finding that the Contracting Officer applies to this procurement. This section contains determinations and findings that are required based on the type of solicitation and dollar value of the procurement. The Warranty of Construction and Determination to Limit Offers are examples of D & Fs that would be included under this tab. The contracting officer must provide each TOC awardee a fair opportunity to be considered for each order exceeding \$2500 issued under the contract (exceptions at FAR 16.505(b)(2)). Any of the referenced exceptions will require a contracting officer's D & F.

References:

FAR 46.710 Contract Clause for Warranty

Exhibit:

D&F to limit offers

TAB A-5 LIQUIDATED DAMAGES DETERMINATION

Tab A-5 contains Liquidated Damages (LD's). LD's are mandated by DFAR 211.5 and should be applicable to all construction TOC delivery orders in excess of \$500,000. The use of the liquidated damages clause is optional in delivery orders of \$500,000 or less.

References:

- FAR 11.5 Liquidated Damages
- FAR 52.211-12 Liquidated Damages Construction
- FAR 52.206 Liquidated Damages
- DFARS 211.5 Liquidated Damages

TAB A-6 SOLICITATION REVIEWS AND APPROVALS

Tab A-6 contains solicitation reviews and approvals. See NGFARS 1.6 for threshold information and notification requirements for NGB PD2 approval. The approval document can now be processed through PD2, pasted to a word document and filed in this Tab.

Reference:

- NGFAR – Part 1.602-2 Approval of Solicitation

TAB A-7 SOLICITATION/AMENDMENTS

Tab A-7 contains amendments that have been issued to the solicitation. The contracting officer must provide each TOC awardee a fair opportunity to be considered for each order exceeding \$2500 issued under the contract (exceptions at FAR 16.505(b)(2)). The contracting officer may exercise broad discretion in developing appropriate order placement procedures. The contracting officer should keep submission requirements to a minimum. Contracting officers may use streamlined procedures, including oral presentations. a. Develop solicitation procedures that will provide each awardee a fair opportunity to be considered for each order and that reflect the requirement and other aspects of the contracting environment.

References:

- FAR 15.102 Oral presentations
- FAR 15.2 Solicitation and Receipt of Proposals and Information
- FAR 15.206 Amending the Solicitation

FAR 16.505 Ordering

- AFAR 5116.5 Multiple Award Task Order Contracts
- CPL 98-7 Execution Guide, “Best Value”, Construction Task Order Contracts

Exhibit:

TOC Offering Letter
TOC Offering Design Build Project

TAB A-8 SOURCE SELECTION PLAN/DOCUMENTS (DESIGN-BUILD)

Note: In most TOC procurements this section will not be used as follows. However, if a best value award which will allow for tradeoffs or other than technically acceptable low price, the documentation would be filed under this tab.

1. The Source Selection Plan (SSP) is a very important planning document. The plan describes how to evaluate proposals and selecting the winning offeror. (Note: This Tab is used only in negotiated TOC procurements where a formal plan is appropriate).
2. The SSP should include at a minimum the following:
 - a. Description of the procurement
 - b. Description of the Source Selection organization and include the responsibilities and duties of each component
 - c. Planned presolicitation activities
 - d. Proposed acquisition strategy (include contract type and if multiple awards are planned)
 - e. Proposed evaluation factors and sub factors, their importance and associated standards and Proposed evaluation methodology (Note: May be a separate document titled “Source Selection Evaluation Plan”)
 - f. Milestones occurring between receipt of proposals and signing of the contract
3. The SSP is source selection information and may NOT be disclosed to any person not authorized to receive the information. Typically only the Source Selection members and personnel from the contracting activity with a need to know are authorized to have access to the plan.
4. All members of the Source Selection Team will sign a Non-Disclosure, Conflict of Interest, and Rules of Conduct Statement.
5. In this Tab Section the following documents are filed:
 - Source Selection Plan*
 - Source Selection Evaluation Plan*
 - Source Selection Evaluation Sheets*
 - Source Selection Consensus Sheet*
 - Source Selection Instruction Sheets*
 - Statements of Non-Disclosure, Conflict of Interest, and Rules of Conduct Statement*

* Examples of these documents can be found under Tab A Exhibits of the Construction Section.

References:

FAR 3.104 Procurement Integrity
FAR 15.3 Source Selection
DFAR 215.3 Source Selection
AFAR 5115.1 Source Selection Processes and Techniques
Army Source Selection Guide
FAR 52.215-1 Instructions to Offerors Competitive Acquisition

Exhibit:

Evaluation plan for a TOC Design Build project

TAB A-9 PRE-PROPOSAL MEETING/MINUTES/SITE VISIT/RFI'S

Tab A-9 contains pre-proposal meeting notes and attendance sheet. These minutes are to be distributed electronically to all attendees.

References:

FAR 36.210 Inspection of Site and examination of Data
FAR 36.523 Site Visit
FAR 52.236-27 Site Visit

TAB A-10 MISCELLANEOUS CORRESPONDENCE

Tab A-10 contains all miscellaneous correspondence related to Tab A not elsewhere filed.

TAB B - PRE-AWARD DOCUMENTS



B PRE-AWARD DOCUMENTS	
B-1	Abstract of Quotes/Proposals/Attendance Sheets
B-2	Notice of Late /Rejected Quotes-Proposals
B-3	Unsuccessful Quotes/Proposals
B-4	Successful Documents/ Quote, Proposal, etc. Pre-Negotiation Memorandum (POM) & Price
B-5	Negotiation Memorandum (PNM) or Proposal Analysis*
B-7	Source Selection Documentation *
B-8	Contract Reviews and Approvals
B-9	Miscellaneous Correspondence



EXHIBIT TAB A-3 – ADVANCE ACQUISITION PLAN

ADVANCE CONTRACTING PLAN - CONSTRUCTION TOC						
BUYER:		OFFICE SYMBOL:		TELEPHONE:		DATE PLAN PREPARED:
RFP NO.:				TYPE PLAN:		
CONCURRENCE						
REQUIRING ACTIVITY:				CONTRACTING OFFICER		
(Initials)				(Initials)		
PURCHASE REQUEST						
FUNDING DOCUMENT/PR NO.			DATE RECEIVED:	PRIORITY:		
PROJECT DESCRIPTION						
PROJECT NO.:			PROJECT TITLE:			
CURRENT ACQUISITION						
MILESTONES	ACTION AGENCY	DURATION	PROJECTED DATE	REVISED DATE	ACTUAL DATE	REMARKS
Package received (Plans, specs etc)	Contracting					
Review Package for completeness	Contracting					
Return for correction or proceed	Contracting					
Notification - Offering to TOC's	Contracting					
Site Visit	Contracting					
Amendments, if required	Contracting					
Receive proposals	Contracting					
Evaluate proposals	Contracting/CE					
Discussions/Negotiation, if applicable	Contracting					
Receive Final Proposal , if applicable	Contracting					
Request Additional Funds (if needed)	Contracting					
Prepare Delivery Order	Contracting					
Route Delivery Order for Approval, if applicable	SJA/NGB-AQ					
Publish Notice FedBuzOps, if applicable	Contracting					
Award Delivery Order	Contracting					
NOTES: Contracting= USPFO or LGC as applicable						

EXHIBIT TAB A-4 – D & F LIMITING OFFERORS

DETERMINATION AND FINDINGS

LIMITING OFFERORS

VGLZ No. _____

(Description)

(Date)

IAW FAR 16.505(B)(iv)(4) this Determination to limit offerors for (Project Name) is being made due to the terrorist attacks of 11 September 2001 creating an unusual and compelling urgency (Reference CPL 01-09, Contracting Activity in Support of Anti-terrorism Missions in support of the purchase of critical items) for the construction of an adequate taxiway and apron for the AOL Facility. This exception to a fair opportunity to all TOC awardees is in accordance with FAR 16.505(b)(iii)(B)(2)(i) as the work needs to be completed within 20 days or less and any delay would be unacceptable. The ABD Company is a Task Order Contractor with this organization and presently under to contract to pave XXXX Road. This road is in the near vicinity of the AOL Facility requiring the paving in support of anti-terrorism mission. Company has always been very competitive in their proposals, needs no additional time or money to mobilize and has assured completion of this project within twenty (20) days.

Contracting Officer

EXHIBIT TAB A-7 – NOTICE OF PROPOSED PROJECT

NOTICE OF PROPOSED PROJECT, PROPOSAL FORM

Date:

PROJECT TITLE AND NO. “REPLACE FUEL DISPENSERS, BLDG ____”, VGLZ_____6

PROJECT DESCRIPTION: Project provides for the furnishing of all plant, labor, material, equipment, appliances and supervision necessary to Replace Fuel Dispensers at Bldg ____, (Location) Michigan in accordance with the specifications titled “REPLACE FUEL DISPENSERS, BLDG ____”, dated _____. All work shall be in strict accordance with the plans and technical provisions for the aforementioned project.

MAGNITUDE OF PROJECT: Less than \$25,000.

PERFORMANCE PERIOD: 50 Days, after receipt of Notice to Proceed

SITE VISIT: A site visit will be conducted on 23 January at 9:00 am in the Operational Contracting Division, 127WG/LGC, 43200 Maple Street, Bldg 105, Selfridge ANG Base, MI 48045. POC is any person, Contract Specialist, (586) 307-XXXX, or email any.person@miself.ang.af.mil. Plans and specifications will be distributed at the Site Visit.

PERFORMANCE & PAYMENT BONDS: In accordance with Contract Clause 52.228-15, Contractors are reminded that any amount awarded over \$25,000 shall require Payment Bonds and awards exceeding \$100,000 shall require both Payment and Performance Bonds. All bonds are due no later than 10 days after award.

LIQUIDATED DAMAGES: () YES or (X) NO- reference Contract Clause 52.211-12. If yes, the following amounts will be applicable to this TASK ORDER CONTRACT(Enter amount if yes).

WARRANTY OF CONSTRUCTION: (X) YES or () NO- reference Contract Clause 52.246-21, Warranty of Construction Clause is applicable to this task order.

WAGE DETERMINATION: Currently, General Decision Number MI000082, **Modification No. 13, dated 01/04/2002** is applicable to this task order. However, ***the current prevailing Wage Determination will be incorporated at time of award.***

PROJECT SAFETY: In accordance with FAR 52.236-13, Accident Prevention, construction contractors are required to use the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1. Click here to view this manual. [U.S. Army Corps of Engineers Safety and Health Requirements Manual](#)

BASIS FOR AWARD: () price, () price and past performance – equal weight, () Alternate proposal. The government at it's option will accept and evaluate alternate proposals, however offerors must also price as specified. Offerors who do not provide alternate proposals will not be notified in the event the government elects to accept an alternate proposal from another offeror.

PROPOSAL DUE DATE: All offers are due by 05 February 02 at 2:00 PM local time. Your offer(s) may be submitted by E-mail to any.peson@miself.ang.mil, mailed to the address below, faxed to (586) 307-4300, or hand carried to the address below.

Mailing Address:

Operational Contracting Division

127WG/LGC

43200 Maple Street, Bldg 105, Room 16

Selfridge ANG Base, MI 48045-5213

//SIGNED//

Contracting Officer



TASK ORDER CONTRACTOR

PROPOSAL FORM

PROJECT NO. VGLZ 012086

<u>Item Number</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Amount</u>
0001	Project No. VGLZ 012086 Replace Fuel Dispensers, Bldg 191 1 JOB	Lump Sum		\$_____

Acknowledgement of Amendments:

The Offeror acknowledges receipt of amendments to this Task Order

Amendment No.	Date	Amendment No.	Date
_____	_____	_____	_____
_____	_____	_____	_____

SIGNATURE:

COMPANY NAME

Name and title of person authorized to sign

Offer Date

DESIGN –BUILD DELIVERY ORDER SOLICITATION

I. GENERAL INSTRUCTIONS TO TOC CONTRACTORS

1. This a design-build, source selection solicitation for Alter Base Supply for Hazmat Pharmacy – Building 105/109, Project No: VGLZ 979021, Selfridge ANG Base MI 48045 with requirements for Technical Proposals (Technical Approach and Performance Capability), Oral Presentations and Price Proposals. The Contractor is responsible for the form, fit and function of this project. The Government will award a firm fixed-price Delivery Order to that responsible offeror whose proposal, conforming to the solicitation, is fair and reasonable, and has been determined to be most advantageous to the Government, Technical (Technical Approach and Performance Capability) price and other factors. Technical Proposals are approximately equal to the Price Factor. See Basis for award for a complete explanation.
2. After award of the Delivery Order, but prior to a Notice to Proceed to the final design, a pre-design conference will be conducted. The purpose of this conference is to review the design intent and establish the process by which the design will be delivered. This conference deals only with how the design will be completed
3. The Government intends to encourage the formation of a cohesive partnership with the Contractor. This partnership will be structured to draw on the strengths of each organization in order to identify and achieve reciprocal goals. The objective is effective contract performance in achieving completion with budget, on schedule, and in accordance with Plans and Specification. This partnership between the contractor and the Government will be voluntary and its implementation will not be a part of the contract requirements nor will it result in a change to the contract price or terms.
4. The Contractor is responsible for all submittals (AF Form 3000) being reviewed and approved by Architect/Engineer, with concurrence of Project Manager, Inspector and Contracting Officer.
5. The Contractor is responsible for providing Job Progress Meetings bi-monthly, or as required, taking minutes of these meetings. Copies of minutes to be distributed to Contracting Officer, Project Manager and Inspector within five (5) calendar days of meetings.

II. Proposal Preparation Instructions:

1. The Contractor shall submit an original and five (5) copies of proposal (All Volumes) no later than 4:00 p.m., 16 Jul 01 to the Operational Contracting Division, Building 105, Selfridge ANG Base MI. Volumes are not to exceed fifty (50) single sided pages including charts, brochures and pre-printed material (may include copies of any slides used during presentation). Proposals are to be on 8 ½” x 11” paper and not less than 10 pitch print on typed text. Charts, Brochures, Pre-printed material or Progress Schedules are not limited to the 10 pitch or paper size. Failure to provide proposal by this date and time will deem proposal to be non-responsive and not considered for award.

The Government intends only to complete a compliance review of proposals prior to oral presentations. Presentation will be held in Base Operational Contracting Division on or about 18 July 01. Presentation time will be determined by the drawing of lots following the pre-proposal conference. Agenda and times for presentation will follow via email. Contractors will be limited to a sixty-minute (60) minute presentation. A government question and answer period will follow a short recess. An Infocus Viewer, laptop computer and screen are available for slide presentation. Presentation is to follow the outline provided in Section C of Statement of work.

Volume I, Technical Approach shall address the following sub-factors and shall demonstrate the contractor's understanding of the requirements, innovation, cost savings, quality of product approach, and methods and sequence of operations. Emphasis will be placed on the contractors understanding, compliance and concepts of the Statement of Work, by demonstrated ability, in the following areas:

Architectural Design Standards and Requirements

Structural Design Standards and Requirements

Mechanical Design Standards and Requirements

Electrical Design Standards and Requirements

Communications (Telephone/LAN)

Fire Protection

Enhancements/Betterments (Provide a list of Betterments showing the applicable Specification Division and Betterment proposed).

The offeror must submit concept design drawings and narratives to clearly illustrate the alteration of Base Supply for Hazmat Pharmacy in Buildings 105 and 109. The concept design shall meet the requirements of the solicitation, as well as the requirements of commercial codes and standards. These may be provided at the oral presentation.

Volume II, Performance Capability will be evaluated on the following sub factors:

Organization

Specific Personnel/Specialized Experience

Design Build Experience

Design-Build Team Experience

Other Organization Capability Factors

Design and Construction Schedule

Subcontracting to Small, Small Disadvantaged, and Women-Owned Small

Offeror will provide a project team organization chart (diagram) identifying organizational alignment of all key members. Names of key personnel proposed for the project. As a minimum, Project Executive, Project Manager, Designer of Record, QC Manager, (Design and Construction), and Superintendent of the project, must be listed. This chart must also show key subcontractors and consultants, with clear lines of authority and responsibility. A summary of key personnel's' relevant experience should be included. A commitment must be made on behalf of the contractor for key individuals to respond within 2 working days to attend any on-site meetings.

The offeror shall submit for the A&E proposed a list all Government and/or, any private sector projects within the past three (3) years. Provide a brief narrative of the projects indicating salient features, award price, and completion cost, award and completion schedule. Identify any design-build experience of both the contractor and A&E. Identify any previous experience, including design-build, on which the team has worked together. This can include timely progress of ongoing projects as well as completed projects. A POC for each reference and phone number is required.

The offeror shall submit a design and construction schedule, and construction plan. The schedule will be logical, and realistic. Offerors may propose a contract performance period and sequence of design construction fast track or non fast SANGDB 0015. Offerors specifying SCR- SANGDB-0014 shall include any exceptions to this sequence. Offerors shall state in a narrative the advantages to the proposed sequence. Offerors may use a critical path or other method of choice to depict the preliminary plan; however, schedules must be graphically represented for ease of evaluation. Note: The SF 364 and 365 will be required for tracking the progress of this project.

Volume III Pricing. The target ceiling for the design and construction of this project is \$288,000 based on the Maximum Construction Cost (MCC). The Government cannot guarantee that additional funds can be made available for award. Offerors are under no obligation to approach this ceiling. The attached price schedule is to be submitted with a breakdown of major cost elements of the proposal by Specification Division. Additional information may be attached (Additive/Deductive, suggestions, etc) for evaluation. Special attention will be given to breakdown of pricing by major cost elements of the proposal and the ability to design/build to the Maximum Construction Cost.

II EVALUATION STANDARDS AND BASIS FOR AWARD

GENERAL: The evaluation process consists of four parts: proposal compliance review; Technical/Quality Evaluation which includes Technical Approach evaluation, and Performance Capabilities evaluation; Price evaluation and Cost/Technical-Performance capabilities trade-off analysis.

PROPOSAL COMPLIANCE REVIEW: This is an initial check by the Contracting Division on the basis of the solicitation requirements. This review may eliminate those proposals that fail to provide complete proposal requirements. This evaluation is on a go or no-go basis.

TECHNICAL APPROACH PROPOSAL EVALUATION: (VOLUME I) This volume, to include written proposal, the oral presentation and concept drawings will be adjectively evaluated. Ratings follow the explanation of the technical rating process. The evaluation will be based on evaluators' rating for the extent and adequacy of the offeror's understanding and conformance of the Statement of Work (SOW). Offeror's innovation, cost savings, design methods of construction and sequence of operations will be evaluated. So as not to limit innovation deviations from the SOW requirements are allowed. However, deviations from SOW requirements are to be identified in the proposal. Deviation proposal offers must indicate advantages not offset by disadvantages. Deviations that are found to be unacceptable shall be identified and deficiencies corrected prior to award. The Government will evaluate and consider materials and equipment proposed by brand name and model as a quality standard. If the successful offeror desires to substitute manufacturers or models after award, the substitute must meet the contract requirements and be approved by the Contracting Officer as equal in function, performance, quality and salient features to that initially proposed. Emphasis will be placed on offeror's understanding and compliance with concepts of the SOW, by demonstrated ability in the following evaluation areas which all have equal value:

Architectural Design Standards and Requirements
Structural Design Standards and Requirements
Mechanical Design Standards and Requirements
Electrical Design Standards and Requirements
Communications (Telephone/LAN)
Fire Protection
Enhancements/Betterments

Architectural Design Standards and Requirements: The SSEB will evaluate the degree of compatibility and potential match in appearance of the following building materials: pre-cast architectural concrete panels and standing seam metal roofing. The SSEB will evaluate characteristics, which will allow easy movement of walls, HVAC ducts, electrical and communications outlets without alteration to the permanent structure. The proposal will provide, as a minimum, the requirement of SOW and ANG Design Policy and Procedures. Proposed enhancements, or betterments, must be clearly identified as listed in Section 2 (g).

Structural Design Standards and Requirements: The SSEB will evaluate the economical structure system design as per ANG Design Policy and Procedure, future expansion, structural code and standards, location and requirement in the Statement of Work.

Mechanical Design Standards and Requirements: The SSEB will evaluate the mechanical design standards as per the ANG Design Policy (compliance), economical design of HVAC system, requirements in Statement of Work, interruption of existing operation, compliance with National Codes Standards, compatibility with existing interior, exterior piping system and compatibility with existing electrical and electronic system.

Electrical Design Standards and Requirements: The SSEB will evaluate the electrical design standards and requirements as per the ANG Design Policy (compliance); economical design of electrical, power, control system, requirements in Statement of Work; interruption of existing operations; compliance with National Electrical Codes and Standards; compatibility with existing interior, exterior and electrical systems; compatibility with existing interior, exterior communications systems; and electrical grounding and lightning protection.

Communications (Telephone/LAN): The SSEB will evaluate the communication design as per compliance with Base Communication Plan; compatibility with building and base existing communication devices; compliance with Statement of Work and interruption of existing communication operations.

Fire Protection: The SSEB will evaluate the fire protection design as per ANG Design Policy; economical design/ or upgrade of existing system as proposed in the Statement of Work and compliance with Selfridge ANG Base Fire Protection Policy.

Enhancements/Betterments: Betterments are proposal items that both conform to and exceed the SOW requirements. Offerors have been instructed to not only discuss betterments in their technical proposal and oral presentation but to also list them in this section. The SSEB will review the enhancements and betterments on the offeror's "List of Betterments" and validate that those items were proposed. The advantages to the government for proposed betterments shall be evaluated in the areas in which that apply. Use the list provided by the offeror to compile a list of accepted betterments, which will be incorporated into the contract documents. Items found to be betterments during evaluation but not listed may supplement list.

TECHNICAL APPROACH RATINGS

Excellent	Proposal meets all solicitation requirements and demonstrates an excellent understanding of the requirements. Excellent in all respects. Advantages not offset by disadvantages. Very good probability of success with overall low degree of risk in meeting government requirements.
Good	Proposal meets solicitation requirements and demonstrates a complete understanding of the requirements. One or more advantages not offset by disadvantages. Where there were areas of concern, clarifications given by contractor were acceptable. Good probability of success with overall low to moderate degree of risk in meeting the government requirements.
Satisfactory	Proposal meets solicitation requirements and demonstrates an adequate understanding of the requirements. Advantages were offset by disadvantages. Where there were areas of concern, clarifications given by contractor were acceptable. Fair probability of success with overall moderate to high degree of risk in meeting the government's requirements.
Susceptible to being made acceptable	Overall quality cannot be determined because of errors, omissions or deficiencies, which are capable of being corrected without a major rewrite or revision of proposal.
Unsatisfactory	Proposal demonstrates little to no understanding of the requirements; or approach fails to adequately meet acceptable performance expectations; there is an unacceptably high degree of risk in meeting the government's requirements. Proposal contains major errors; omissions or deficiencies and these conditions cannot be corrected without a major rewrite or resubmission.

3 PERFORMANCE CAPABILITY PROPOSAL EVALUATION: (VOLUME II) This volume will be adjectively evaluated. Ratings that apply follow this section. The evaluation will be based on SSEB rating for the extent and adequacy of the offeror's understanding and conformance of the Statement of Work (SOW). The goal of the Government is to ensure the contractor/designer team has the ability to perform complete project management of required project. The following are the performance capability elements for evaluation:

Organization

Specific Personnel/Specialized Experience

Design Build Experience

Design-Build Team Experience

Other Organization Capability Factors

Design and Construction Schedule

Subcontracting to Small, Small Disadvantaged, and Women-Owned Small Business

a. Organization: The SSEB will evaluate the clarity and adequacy of the organization and management capabilities, related experience (quantity and relativity), past performance (quality from owner's perspective) and organization for successful design. The Government reserves the right to contact references or others familiar with the cited projects or to check other sources, such as the Construction (Architect) Contractor Appraisal Support System (CCASS/ACASS). Evaluators will verify the cited information and assess the references satisfaction. The contractor should link experience on recent projects with



proposed key personnel. This will establish extent of experience and “past performance” even if the company itself has no record of “past performance” of related experience. For firms, which cannot establish experience and past performance, even through their key personnel, the Government will rate “past performance” neutrally but will downgrade for lack of experience. The Government will evaluate the offeror’s compliance with the requirements for self-performance of work to ensure personal involvement and interest in the project. The Government does not want a “broker”. The Government will evaluate the offeror’s closeout plan.

1. Specific Personnel/Specialized Experience: This area considers the qualifications and experience of key management, design and construction personnel to be assigned to the project. Evaluation will be based on the information provided in the offeror’s proposal. The Government will review the offeror’s capabilities, related experience (quantity and relativity), past performance (quality from owner’s perspective) and organization for successful design and construction. The Government will evaluate both the extent and quality (“past performance”) of recent experience of the prime, key subcontractors, and design firms. If the design or key work items will be accomplished in house, then those sub factor s will be so rated.

(a) Recent Related Experience: Recent experience includes projects completed within approximately 3 years preceding the proposal due date and projects currently underway. Experience prior to 3 years will not be given consideration, unless the key personnel proposed for this project played a significant role in the earlier project and the project can be shown to be similar to this project. An offeror submitting older project experience must make clear the extent of involvement in those projects by current key personnel, and clearly describe how the older project is similar to this, considering changes in technology, materials, equipment, codes, etc. In addition to the above criteria, other considerations include criteria such as extent of recent, successful experience, degree of relationship of such experience to this project, demonstrated familiarity with applicable codes and local conditions. Some examples of relevancy to this project may include, but not be limited to: (a) Number, Size, type Work, Location (b) Dates (completed within last 3 years); (c) Firms role and work self-performed and (d) extent of participation by current key personnel to help validate “Corporate Memory” or Corporate Experience.

b) Past Performance: the Government will perform a risk assessment, considering the degree of success of the D-B team’s recent experience. Past performance refers to the quality of recent project experience from the references perspective. References may be asked to comment on items such as quality of design or construction, timeliness, management of the work sub-contractor management, including timely payment to subs or suppliers, safety, relations between owner and designer or contractor, level of support for such things as as-built documentation, O&M manuals, training, correcting design or construction errors, warranty work, etc. The Government may consider: Government Evaluation (CCASS/ACASS), owner evaluations, offeror-furnished references, other sources, including personal knowledge of recent performance etc. The “past performance” aspect of specialized experience, where the firm does not have any relative past performance history, will be rated neutrally. However, the extent of recent, related experience aspect may be downgraded where the offeror cannot demonstrate a history of recent, related experience by the firm or cannot tie relevant experience of key personnel proposed for this project to specialized experience.

Design-Build Experience: The Government will evaluate the design-build experience of prime construction contractor; design firms and key trades/subcontractors. No previous design-build experience is necessary to qualify for award; however, consideration will be given for recent, successful design-build experience as an advantage possessed by the offeror. The amount of additional consideration will depend upon such criteria as extent of recent experience, project(s) scope as relates to this project, degree of success fro the owner’s standpoint.

Design Build Team Experience: Consideration will be given for recent, successful design-build experience between the prime constructor and design firm(s). The amount of additional consideration will depend upon such factors as degree of success from the references' perspective, degree of success from the design-build team’s perspective (i.e., from an assessment of their willingness to continue their association for this project), extent of team experience, degree of similarity between previous project scope and this project, etc.

Other Organization Capabilities which will be considered in the evaluation are:

Home office support of the project

Corporate ability to support this project and other on-going and new work

How strong the design builder management capabilities are in coordinating multiple tasks, budgets and schedules

Work to be self performed

b. Design and Construction Schedule: The SSEB will evaluate the scheduling capability and project planning to assess the adequacy and strengths of the Offeror's capability to develop logical, realistic progress schedules and keep them up to date as the project proceeds. Offerors may use a critical path or other method of choice to depict the preliminary plan; however, schedules must be graphically represented for ease of evaluation.

1). Logic and Reasonableness: The SSEB will evaluate the proposed contract performance schedule to assess the strength of understanding of the project scope, restrictions which must be considered in the schedule, the strength of understanding of events associated with coordinating design submittals and incorporating review comments, the offeror's capability to schedule the complete project within the proposed contract duration and the realism of the schedule. The offeror is cautioned that a schedule shorter than the proposed contract duration will not receive positive consideration. Give consideration to the phasing and scheduling of critical activities in achieving completion of the project within the overall specified period, with minimum disruption to the surrounding facilities. The preliminary schedule will be replaced after contract award with a final detailed schedule, as required. The preliminary schedule will be task oriented, indicating milestone dates and phasing in calendar days after initial notice to proceed (approximately 1 Sep 01). Evaluate the realism/reasonableness of the proposed contract duration. Do not give additional consideration for completion earlier than the proposed contract duration. The Government will downgrade this factor if the schedule is shorter than the proposed contract duration.

2). As stated in the offeror letter and instruction, offerors may propose a contract performance period and sequence of design construction fast track or non fast track. When evaluating the proposed contract schedule the sequence of design construction proposed shall be considered. Both parties shall assume that all fixed (time related) field overhead costs are inclusive in the contract price for the full contract duration.

c. Past Performance in Subcontracting: The SSEB will evaluate the offeror's performance in efforts to maximize opportunities for and actual results in subcontracting with Small, Small Disadvantaged, and Women-Owned Small Business Concerns, for the latest 3 year period.

2. Ratings & Definitions. The following rating chart depicts how much emphasis is placed on each Technical Requirement and how well each offeror meets the evaluation standard.

Excellent	Performance met all contract requirements and exceeded many to the Government's benefit. Problems, if any, were negligible and were resolved in a timely and highly effective manner. Offers one or more significant advantages not offset by disadvantages. Very good probability of success with overall low degree of risk in meeting Government's requirements.
Very Good	Performance met all requirements and exceeded some to the Government's benefit. High quality in most respects. There were a few minor problems, which the contractor resolved in a timely effective manner. Good probability of success with overall low to moderate degree of risk in meeting the government's requirements.
Satisfactory	Performance met contract requirements. Adequate quality. Minor problems were identified however; contractor took satisfactory corrective action to resolve where appropriate. Fair probability of success with overall moderate to somewhat high degree of risk in meeting the government's requirements.
Neutral	No record of past performance or the record is not included.
Marginal	Performance did not meet some contractual requirements. There were problems, some of a serious nature. Marginally effective corrective action was sometimes noted. Probability of success is questionable with a moderately high, to high degree of risk in meeting the government's requirements.
Unsatisfactory	Performance did not meet some contractual requirements. There were problems, some of a serious nature. Contractor's corrective action was sometimes marginally effective to ineffective. Probability of success is questionable with an unacceptably high degree of risk in meeting the government's requirements.

Price Evaluation: (Volume III)

The purpose of the price/cost evaluation is to determine whether an offeror's proposed prices/costs for the project are reasonable, realistic, and complete in relation to the solicitation requirements, and to provide a risk assessment of the contractor's ability to perform at the proposed price/cost. The Government will initially evaluate price independently from the technical and Performance capability evaluations. When evaluating price evaluators will also check for the appearance of unbalancing of costs. Offerors are cautioned to distribute costs and to evenly distribute indirect costs, such as job overhead, home office overhead etc. Bond may be shown as a specific individual cost. Those proposals evaluated as not satisfying all of the price/cost criteria, to include prices in excess of the MCC (\$288,000) may be eliminated from the competitive range and consideration for award unless the Contracting Officer determines:

- (1) A minor clerical error has occurred, then the offeror may be given an opportunity to correct the minor error within the constraints of the "clarifications" process or
- (2) The Contracting Officer determines discussions are required.

Reasonableness of an offeror's proposal is evaluated through cost or price analysis techniques as described in FAR Subpart 15.305(a)(1) and (4). For cost (Price) to be reasonable, it must represent a cost (Price) that provides value to the Government when consideration is given to prices in the market, technical and functional capabilities of the offeror and risk.

Realism is evaluated by assessing the compatibility of proposed costs with proposal scope and effort. For cost (Price) to be realistic, it must reflect what it would cost the offeror to perform the effort if the offeror operates with reasonable economy and efficiency. Proposals unrealistically high or low in price, when compared to the government estimate may be indicative of an inherent lack of understanding of the solicitation requirements and may result in proposal rejection without discussion. Any inconsistency, whether real or apparent, between proposed performance and price must be clearly explained in the price proposal. For example, if unique and innovative approaches are the basis for an unbalanced/inconsistently priced proposal, the nature of these approaches and their impact on price must be completely documented. The burden of proof of price realism rests solely with the offeror.

Completeness will be an evaluation factor if additional cost/price data is required to clarify price proposals. Completeness will be evaluated by assessing the level of detail the offeror provides in cost/price data for all requirements in the specifications and assessing the tractability of estimates. For the cost (Price) data to be complete, the offeror must provide all the data that is necessary to support the offer. A breakdown of costs by Specification Division is required.

Risk assessment confidence rating will be assigned as shown in the following table:

REASONABLE	REALISTIC	COMPLETENESS
Least confidence- High Risk Somewhat confident – moderate risk	Least confidence- High Risk Somewhat confident – moderate risk	Least confidence- High Risk Somewhat confident – moderate risk
Most confidence- low risk	Most confidence – low risk	Most confidence

5. Cost/Technical Trade Off Analysis: After the price analysis and technical/quality evaluations are complete, the Government will then consider the price in connection with the technical/quality evaluation to determine the proposal offering the most advantage to the government. The Government will compare the relative advantages and disadvantages of the technical proposals and compare prices. The tradeoff analysis will be conducted upon completion of the quality/price evaluations of Final Proposal revisions, if communications/discussions are necessary, or after evaluation of initial offers if discussions will not be necessary. Some trade-off considerations are usually part of the process in determining which firms will be included in the competitive range for discussions, if discussions are necessary.

III. BASIS FOR AWARD

The Government will award a firm fixed-price Delivery Order to that responsible offeror whose proposal, conforming to the solicitation, is fair and reasonable, and has been determined to be most advantageous to the Government, Technical (Technical Approach and Performance Capability) price and other factors considered. The rating of the technical evaluation criteria is approximately equal to the price. As technical scores and relative advantages or disadvantages become less distinct, differences in price between proposals are of increased importance in determining the advantageous proposal.

Conversely, as difference in price become less distinct, differences in ratings and relative advantages and disadvantages between proposals are of increased importance to the determination.

The Government reserves the right to accept other than the lowest offer. The right is also reserved to reject any or all offers. The basis of award will be a conforming offer, the price or cost of which may or may not be the lowest.

Offerors are reminded to include their best technical and price terms in their initial offer and not to automatically assume that they will have an opportunity to participate in discussions or be asked to submit a revised proposal. The Government may make award of a conforming proposal without discussions, if deemed to be in the best interest of the Government.



EXHIBIT TOC SECTION B

ANALYSIS OF PROPOSAL SUMMARY

Task Order Contract (TOC) Delivery Order

SAMPLE Exceeds 25K without clarifications

1. Subject:

A. Contractor:

B. Contract Number:

C. Project Number

Introductory Summary:

The scope of the project work includes but not limited to furnishing all plant, labor, material, equipment and appliances to renovate Building ____, VGLZ _____. Work to be accomplished in accordance with the plans and specifications that have been developed by (Architect/Engineer Firm), including the eleven (11) Additive Line Items (ALI's), reference bid schedule with a list of ALI's as Attachment I.

A. A Firm Fixed Price Delivery Order will be issued for this requirement

B. A comparison of the proposed and negotiated prices is not provided, as formal price negotiations were not conducted because of adequate competition. Clarifications were not conducted.

2. Particulars.

A. Solicitation Number _____ Issue Date _____

B. Closing Date _____

3. Procurement Situation and Negotiation Summary:

A. This is not a follow-on contract as each construction project is unique and no comparison to previous purchases can be made.

B. It was determined that solicitation and award for this project should to be made under the existing TOC Contracts, best value alternate proposals were not requested. Letter RFPs were issued to all the General Construction TOC contractors. The contractors (list company names) responded to the RFP. (Company) did not reply. Additionally, award without discussion (negotiations) was anticipated.

C. Proposals were received on (date). Offers were received from only three of the Task Order Contractor's (TOC's): (list company names).

D. There was a concern about a final award since all funding was not available to cover the construction cost, i.e. base proposal plus all ALI's. The total amount of funds to be available for award would be needed to determine the awardee. It was decided that, the Base Civil Engineering Office would attempt to go back to the National Guard Bureau (NGB) for the total amount of \$_____. They felt all ALI's were important to do the job correctly and proceeded for the full amount to cover the Base Item (CLIN I) and all eleven (11) ALI's. Once NGB made a determination of funding availability a final decision could be made. In summary, (Company) was the low offeror when considering just the base line item (CLIN I) excluding the ALI's. Whereas, (Company) was the overall low considering the base line and all ALI's. Civil Engineering determined that it was best to make the award for the complete project giving consideration for all ALI's if funding could be obtained. NGB provided funding in the amount of \$_____ on (date). Since funds adequate to cover the base line item and all the ALI's is



available the decision to award to (Company) was made.

4. Delivery Schedule/ Period of Performance: The performance period of 120 days for Phase one and Phase 2 and a total contract performance period of 240 days were accepted by the contractor.
5. The contractor is a Large Business. The required Small Business subcontract plan of the basic contract applies.
6. Profit was not analyzed since price was determined by adequate competition and not cost analysis.
7. Based on adequate competition, all information available at time of award, and for reasons discussed above, the price of \$_____ is hereby determined to be fair and reasonable.

Contracting Officer

This point down only if over 100K

APPROVED:

Director, Operational Contracting

NOTE: Legal concurrence is in electronic file with approval of the Task Order

ANALYSIS OF PROPOSAL SUMMARY

Task Order Contract (TOC) Delivery Order

SAMPLE Exceeds 25K with clarifications

8. Subject:

A: Contractor:

Contract Number:

Project Number VGLZ _____ (Description)

9. Introductory Summary:

C. The scope of the project work includes but not limited to furnishing all plant, labor, material, equipment and appliances to renovate Building ____, VGLZ _____. Work to be accomplished in accordance with the plans and specifications that have been developed by (Architect/Engineer Firm), including the eleven (11) Additive Line Items (ALI's), reference bid schedule with a list of ALI's as Attachment I.

D. A Firm Fixed Price Delivery Order will be issued for this requirement

E. A comparison of the proposed and negotiated prices is not provided, as formal price negotiations were not conducted because of adequate competition. Clarifications were conducted.

10. Particulars.

C. Solicitation Number _____

D. Issue Date _____

E. Initial Closing Date _____

F. Revised Final Proposal Closing Date _____

11. Procurement Situation and Negotiation Summary:

E. This is not a follow-on contract as each construction project is unique and no comparison to previous purchases can be made.

F. It was determined that solicitation and award for this project should to be made under the existing TOC Contracts, with best value proposals as a consideration in the overall award process. Contractors were encouraged in an amendment dated _____ to submit best value proposals in addition to proposals for the project as specified. Letter RFPs were issued to all the TOC contractors. The contractors (List contractor names) responded to the initial RFP, (Company) did not reply at all. Additionally, award without discussion (negotiations) was anticipated.

G. Initial proposals were received on (date). (Company names) submitted alternate best value proposals additions and deletions in addition to the proposal for the project as specified The Project Engineer, (name), reviewed the proposals and requested that clarification concerning equipment and controls proposed by(company name) be further clarified. Contractor provided required clarification by letter (fax) on (date). A meeting was held with the Architect Firm (A/E), Base Civil Engineering (C/E) and Contracting to further review the proposals on (date) in the Contracting Office Conference Room. The various "best value" changes and other documentation provided with the contractor's proposals were discussed. Due to the technical nature of most of the items submitted it was determined that additional research was required. Representation of the following individuals in attendance is as follows.

List Names and Office Symbol/Company Name of attendees in this area

H. The A&E provided the contracting officer and CEEE with their recommendations on (date), (Reference contract file Section B-4). On (date) CEE provide a written technical evaluation of the proposals. (File Section B-4). This document recommended acceptance of only one "Best Value" proposal, (ceiling grid) which was submitted by both contractors. (See details below) In addition, based on other information in the original proposals CEEE requested that the contractors provide clarification of their understanding of

several ALI items and addendum #1 to the specifications was provided to be issued to all the TOC's that initially submitted proposals.

RFP Review Results of Best Value Suggestions:

- a. *Grid – A/E review will allow the substitution of ceiling grid.
 - b. *Cable Trays – A/E does not recommend substituting specified 12" B-Line Cable Trays.
 - c. *Light Fixtures – A/E does not recommend substituting 2' X 4' light fixtures.
 - d. *Manhole & Catch Basin – AIA specs recommend a coating of coal tar, Doshi is not aware of any environmental concerns so they have no objections to the contractor omitting this item.
 - e. *Sprayed on Fireproofing – There is no anticipated need for sprayed on fire proofing, only if accidentally distributed then proper sealing is required.
 - f. *Sanitary Drain – No problems were identified with drawings regarding the drainage.
 - g. *ALI 1, Civil Work – Clarification on the understanding of scope of work with (Company) was performed, the Contractor acknowledged this in the final proposal.
 - h. *ALI 3, Screen Wall – Bell was questioned on its understanding the scope of work. Estimator had no problems and made a general statement of understanding on the final proposals.
 - i. *ALI 4, Thin Set Quarry Tile – (CO) was contacted to verify if they had an understanding of this item, they have no questions.
 - j. *ALI 5, Epoxy Coating – This was addressed in the revision and proposals were adjusted accordingly.
 - k. *ALI 7, Tackable Surfaces – Contractors notified.
- I. On (date) the contracting officer issued the addendum, and requests for clarifications and requested contractors provide the required information and a final revised proposal by (date). Final responses were received from only three of the Task Order Contractor's (TOC's): (Company names). (Company) did not submit a final proposal. After a review of the final revised proposals it was discovered that (Company) did not submit the required clarifications and was contacted and provided these by letter.
- J. There was a concern about a final award since all funding was not available to cover the construction cost, i.e. base proposal plus all ALI's. The total amount of funds to be available for award would be needed to determine the awardee. It was decided that, the Base Civil Engineering Office would attempt to go back to the National Guard Bureau (NGB) for the total amount of \$_____. They felt all ALI's were important to do the job correctly and proceeded for the full amount to cover the Base Item (CLIN I) and all eleven (11) ALI's. Once NGB made a determination of funding availability a final decision could be made. In summary, Alpha Construction was the low offeror when considering just the base line item (CLIN I) excluding the ALI's. Whereas, (Company) was the overall low considering the base line and all ALI's. Civil Engineering determined that it was best to make the award for the complete project giving consideration for all ALI's if funding could be obtained. NGB provided funding in the amount of \$_____ on (Date). Since funds adequate to cover the base line item and all the ALI's is available the decision to award to (Company) was made. It is noted that (Company) did propose one acceptable "best value" deduction but offset was not sufficient to lower the price below (Company) total aggregated amount offered.



12. Delivery Schedule/ Period of Performance: The performance period of 120 days for Phase one and Phase 2 and a total contract performance period of 240 days were accepted by the contractor.
13. The contractor is a Large Business. The required Small Business subcontract plan of the basic contract applies.
14. Profit was not analyzed since price was determined by adequate competition and not cost analysis.
15. Based on adequate competition, all information available at time of award, and for reasons discussed above, the price of \$_____ is hereby determined to be fair and reasonable.

Contracting Officer

This point down only if over 100K

APPROVED:

Director, Operational Contracting

NOTE: Legal concurrence is in electronic file with approval of the Task Order

EXHIBIT B- PNM - TASK ORDER CONTRACT (TOC) DELIVERY ORDER

Price Negotiation Memorandum (PNM) Task Order Contract (TOC) Delivery Order

16. Subject:
 - A: Contractor: THE XYZ COMPANY
 - D. Contract Number: _____
 - E. Project Number VGLZ _____ "Description"

17. Introductory Summary:

- F. The scope of the project work includes but not limited to furnishing all plant, labor, material, equipment and appliances to renovate Building ____, VGLZ _____. Work to be accomplished in accordance with the plans and specifications that have been developed by A&E and Associates, including the eleven (11) Additive Bid Items (ABI's), reference bid schedule with a list of ABI's as Attachment I.
- G. A Firm Fixed Price Delivery Order will be issued for this requirement
- H. A comparison of the proposed and negotiated prices is not provided, as formal price negotiations were not conducted because of adequate competition. Clarifications were conducted.

18. Particulars.

- G. Building ____ currently, is not adequately configured for the required consolidation of operations and administrative functions necessary to support the joint use, given the allotted square footage by NGB and has been designed by A&E and Associates to meet these new requirements. The work shall be performed in 3 Phases. Phase I will begin work in the old Individual Equipment Area, then proceed to the Contracting Administrative Area and finishing work under Phase III for the Supply Area. Contractor will be responsible for form, fit and function of this project.
- H. Solicitation Number _____
- I. Issue Date _____
- J. Initial Closing Date _____
- K. Revised Final Proposal Closing Date _____

19. Procurement Situation and Negotiation Summary:

- K. This is not a follow-on contract as each construction project is unique and no comparison to previous purchases can be made.
- L. It was determined that solicitation and award for this project should to be made under the existing TOC Contracts, with best value proposals as a consideration in the overall award process. Contractors were encouraged in an amendment dated 4 Feb 00 to submit best value proposals in addition to proposals for the project as specified. Letter RFPs were issued to all the TOC contractors. The contractors (List Contractor Names) responded to the initial RFP, (Company) did not reply at all. Additionally, award without discussion (negotiations) was anticipated.
- M. Initial proposals were received on (Date). (Company) and (Company) submitted alternate best value proposals additions and deletions in addition to the proposal for the project as specified. The Project Engineer, (Name), reviewed the proposals and requested that clarification concerning equipment and controls proposed by (Company) be further clarified. Contractor provided required clarification by letter (fax) on (Date). A meeting was held with the Architect Firm (A/E), Base Civil Engineering (C/E) and Contracting to further review the proposals on (Date) in the Contracting Office Conference Room. The various "best value" changes and other documentation provided with the contractor's proposals were discussed. Due to the technical nature of most of the items submitted it was determined that additional research was required. Representation of the following individuals in attendance is as follows.

MR. Draw	A&E	Mr. Michael	127 WG/CEEE
Mr. Brown	127 WG/CEEE	MS Sue	127WG/LGC
MAJ Mac	127WG/CEE	Mr. Steven	127WG/LGC

Ms. Run 127WG/LGC.



- N. The A&E provided the contracting officer and CEEE with their recommendations on 18 Feb 00, (Reference contract file Section B-4). On (Date) CEE provide a written technical evaluation of the proposals. (File Section B-4). This document recommended acceptance of only one “Best Value” proposal, (ceiling grid) which was submitted by both contractors. (See details below) In addition, based on other information in the original proposals CEEE requested that the contractors provide clarification of their understanding of several ABI items and addendum #1 to the specifications was provided. This addendum will be issued to all the TOC’s that initially submitted proposals.

RFP Review Results of Best Value Suggestions:

- l. *Grid – A/E review will allow the substitution of ceiling grid.
 - m. *Cable Trays – A/E does not recommend substituting specified 12” B-Line Cable Trays.
 - n. *Light Fixtures – A/E does not recommend substituting 2’ X 4’ light fixtures.
 - o. *Manhole & Catch Basin – AIA specs recommend a coating of coal tar, A&E is not aware of any environmental concerns so they have no objections to the contractor omitting this item.
 - p. *Sprayed on Fireproofing – There is no anticipated need for sprayed on fire proofing, only if accidentally distributed then proper sealing is required.
 - q. *Sanitary Drain – No problems were identified with drawings regarding the drainage.
 - r. *ABI 1, Civil Work – Clarification on the understanding of scope of work with XYZ was performed, the Contractor acknowledged this in the final proposal.
 - s. *ABI 3, Screen Wall – XYZ was questioned on its understanding the scope of work. Estimator had no problems and made a general statement of understanding on the final proposals.
 - t. *ABI 4, Thin Set Quarry Tile - ABC was contacted to verify if they had an understanding of this item, they have no questions.
 - u. *ABI 5, Epoxy Coating – This was addressed in the revision and proposals were adjusted accordingly.
 - v. *ABI 7, Tackable Surfaces – Contractors notified.
- O.** On (Date) the contracting officer issued the addendum, and requests for clarifications and requested contractors provide the required information and a best and final proposal by (Date). Final responses were received from only three of the Task Order Contractor’s (TOC’s)(List Company Names). (Company) did not submit a final proposal. After a review of the final revised proposals it was discovered that (Company) did not submit the required clarifications and was contacted and provided these by letter.
- P.** There was a concern about a final award since all funding was not available to cover the construction cost, i.e. base bid plus all ABI’s. The total amount of funds to be available for award would be needed to determine the awardee. It was decided that, the Base Civil Engineering Office would attempt to go back to the National Guard Bureau (NGB) for the total amount of \$1,725,000.00. They felt all ABI’s were important to do the job correctly and proceeded for the full amount to cover the Base Bid Item (CLIN I) and all eleven (11) ABI’s. Once NGB made a determination of funding availability a final decision would be made from that point. In summary, (Company) was the low offeror when considering just the base line item (CLIN I) excluding the ABI’s. Whereas, (Company) was the overall low considering the base line and all ABI’s. Civil Engineering determined that it was best to make the award for the complete project giving consideration for all ABI’s if funding could be obtained. NGB provided funding in the amount of \$1,725,000.00 on 25 Apr 00. Since funds are adequate to cover the base bids and all the ABI’s is available the decision to award to (Company) was made. It is



noted that (Company) did propose one acceptable “best value” deduction but offset was not sufficient to lower the price below (Company) total aggregated amount offered.

20. Delivery Schedule/ Period of Performance: The performance period of 120 days for Phase one and Phase 2 and a total contract performance period of 240 days was accepted by the contractor.
21. The contractor is a Large Business. The required Small Business subcontract plan of the basic contract applies.
22. Based on adequate competition, all information available at time of award, and for reasons discussed above, the price of \$1,725,000.000 is hereby determined to be fair and reasonable.

Contracting Officer

APPROVED:

SCS

CONCUR

SJA



EXHIBIT- H-2 NOTIFICATION OF DELINQUENT SUBMITTAL

ORGANIZATIONAL LETTERHEAD

Date

MEMORANDUM FOR: Company Name
Company Address
City and State

FROM: Contracting Office
Address
City and State

Subject: Contract No. DAHA_____, Project Number and
Title_____.

1. Review of the approved AF Form 66 Material Approval Schedule indicates that you are late in submitting the following required submittals.

- a.
- b.
- c.
- d.

2. Failure to provide timely submittals may effect on-time completion of this project and is not an excusable delay. Please ensure that the aforementioned submittals are forward as soon as possible and that the remaining submittals are provided in accordance with the approved schedule. If you have any questions, please contact the undersigned at xxx-xxx-xxxx.

Contracting Officer